United States Court of Appeals

for the Second Circuit

APPELLANT'S APPENDIX

ORIGINAL

74-1214

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In The

United States Court of Appeals

For The Second Circuit

UNITED STATES OF AMERICA,

Appellee,

vs.

ANCORP NATIONAL SERVICES, INC.,

Appellant.

UNITED STATES COURT OF APPEALS
FILED
AUG 14 1974
SECOND CIRCUIT

On Appeal from Judgment of the United States District Court for the Southern District of New York

APPELLANT'S APPENDIX

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this letter?

A It was signed by Patrick J. Reynolds on June 13, 1962.

Q Did this letter come to your attention before it left The Times for Union News?

A I recollect that I probably did see a copy of it. I know this was being done. We discussed it.

Q Is this the example of the steps --

MR. ROTH: I object to examples.

THE COURT: That wasn't a full question. What is your question?

Q Is this an example of the steps The Times took to insure that the posters --

THE COURT: I sustain all this about insured. This is what you do if they reported to you that it wasn't displayed?

THE WITNESS: That is correct.

Q Did you take other steps?

A We do that from time to time to make sure they are doing what we are paying for.

MR. ROSENBERG: I ask that Exhibit 21 be received in evidence at this time.

Mr. Reynolds is dead, your Honor. This exhibit, Exhibit 21, was produced at the Federal Trade Commission

hearing pursuant to a subpoena.

MR. ROTH: There are going to be other pieces of paper as exhibits in connection with Mr. Reynolds.

THE COURT: It will be received.

(Government's Exhibit 21 was received in evidence.)

xx Q Did you from time to time receive reports from those who worked beneath you in the circulation department of the New York Times concerning whether the posters were being displayed at the newsstands?

THE COURT: He already testified he did receive such reports and we have been into that. I understand what happens.

THE WITNESS: We make complaints but continued payment.

Q Did you ever receive an inquiry from anyone at the Union News Company concerning whether The Times had entered into agreements with other retail stands for posting of promotional material?

A No.

Q I show you what has been marked Government's Exhibit 61(3) for identification and ask you whether you have ever seen that letter before this week?

A No, I haven't. This was a form that may

have gone to Mr. Reynolds. I did not see it.

Q Did there come a time in the winter of 1962-63 when the New York Times ceased publication for some period?

A A 114-day strike.

Q At about the time when the New York Times began to publish once again in the spring of 1963 did you have occasion to speak with anyone at the Union News Company concerning the poster agreement?

A Possibly.

THE COURT: Do you recall?

THE WITNESS: I don't recall.

Q Do you recall whether the poster agreement with the Union News Company was ever modified at any time?

A It was modified to an increase from 500 to 528 locations and the rate per location was increased to $4.90. The exact details of that arrangement I don't recall.

Q Do you recall whether at the time the agreement was modified there was any change in the New York Times' rates under the agreement?

THE COURT: What does that mean? He doesn't know what that means and I don't either.

Put it another way.

You increased the number of locations and you

increased the rental rate and were there any other changes?

THE WITNESS: None.

THE COURT: You don't remember when this was done?

THE WITNESS: This was after the strike, if I recall.

THE COURT: '63?

THE WITNESS: Yes, April of '63.

Q I show you what ha been marked as Government's Exhibit 19 for identification, a memorandum from -- PJR and ask you whether you have ever seen that before?

A I saw this file.

Q Can you briefly identify what it contains?

A This is a response to the letter you earlier showed me that was sent by Mr. Reynolds to Strassman calling his attention to those locations that he indicated that did not display our promotion material and these are copies of notifications to the supervisor or supts., as they refer to them, in charge, to look into and take the necessary action to correct it.

Q Just to make the record clear, are you saying that Government's Exhibit 19 was a response to this letter of June 13, 1962 which is Government's Exhibit 21?

A No, they don't correspond. This is April 11, 1962. There must have been an earlier letter. This is an earlier letter.

18 Q Referring only to Government's Exhibit 19 for identification, did that memorandum make its way up to your desk?

THE COURT: It doesn't matter whether it made its way up to his desk.

Do you recall seeing that before?

THE WITNESS: I do recall seeing it. There are a lot of papers that cross my desk specifying these locations. Vaguely I do recall it.

MR. ROSENBERG: The Government offers Exhibit 19.

MR. ROTH: This document is dated April 11, 1962. I have no objection to it.

THE COURT: Received.

(Government's Exhibit 19 was received in evidence.)

xx Q Let me call your attention to page 2 of Exhibit 19 which is a copy of a letter on Union News Company letterhead stationery and ask you to look at the first complete sentence on that page.

I ask you whether you know what the phrase "promotion material" that appears in that sentence refers

to?

MR. ROTH: I think that is nothing for this witness to talk about. Somebody else wrote it.

THE COURT: What he thought promotion material was, what was that?

THE WITNESS: That is the newsstand cards and posters that is referred to.

THE COURT: There is no mystery about that.

Q During the period when this agreement was in effect did you have occasion to speak with Mr. Morris Strassman or other executives of the Union News Company concerning the posters?

A No.

Q Did you have occasion to speak with Mr. Strassman or Mr. Garfinkle or any of the other Union News executives concerning any of the promotional agreements that The Times had with the Union News Company?

A The only time I would be talking to them was when we changed the arrangement and when they added on or increased the number of stands that was not in our original agreement. I think it was 528 to a greater number that we disallowed.

Q Was the agreement between The Times and the Union News Company ever modified at any date after the 1963

modification?

THE COURT: You mean after they increased the number --

Q After the agrement was increased to 528 stands at $4.90 a stand a month was there any increase?

A That was the last.

Q Did the invoices from the Union News Company for advertising display for the posters come to you for approval throughout the period of the agreement?

A They did.

Q Mr. Goldstein, let me show part of what has been marked Government's Exhibit 33 for identification and ask you whether you recall receiving the invoice from the Union News Company dated December 2, 1968?

A I did.

Q Is there anything that distinguished this invoice from any of its predecessors from 1963 forward?

A The number was automatically increased from 547 to 528 without any understanding between the two parties.

THE COURT: Increased from 528 to 547 you mean.

THE WITNESS: Yes, sir.

Q Was this an agreement or a modification in the agreement which The Times negotiated with the Union News

Company?

A It was. The bill was corrected for the original understanding.

Q Let me be absolutely clear.

Did The Times negotiate at some time --

THE COURT: You are talking at cross purposes. He already brought out the times he changed the invoices. He got an invoice where they changed the number of outlets and charged more, is that right?

MR. ROSENBERG: This is a second incident five years later.

THE COURT: Is that right?

THE WITNESS: Yes.

THE COURT: Did you change it?

THE WITNESS: No.

THE COURT: The Times changed it?

THE WITNESS: No.

THE COURT: Didn'tagree to it?

THE WITNESS: Right.

THE COURT: Union News changed it?

THE WITNESS: Yes.

THE COURT: They wanted $4.90?

THE WITNESS: They increased the number of outlets. We corrected the bill and authorized the account-

ing department to pay only what we agreed to.

THE COURT: You just told them they were wrong.

THE WITNESS: That is correct, we didn't go along with them.

THE COURT: That is what I thought.

Q One final point, Mr. Goldstein, on Exhibit 33, did the invoices to the New York Times throughout the period of the agreement state the purpose for which the Times was being billed the 2000 or $2500 per month?

A The Reynolds' space and newsstands.

Q Did the invoices ever change overtime?

A I don't recall they did.

Q Did there come a time in the spring of 1969 when the New York Times fell behind in its payments to the Union News Company for posters?

A May I ask you to repeat that question.

THE COURT: He wants to know whether you fell behind in paying Union News?

THE WITNESS: Yes, we did. We held them up.

THE COURT: You held up the invoices?

THE WITNESS: Yes.

THE COURT: When was that?

THE WITNESS: 1969.

Q Do you recall ever seeing Government's Exhibit

27 for identification before now?

A Yes, I do recall receiving that letter.

Q Can you briefly identify what it is?

A It's a letter from their vice-president and controller reminding us that the last payment they received--and this is dated June 3, 1969 -- was February 1969 and did not receive the check for March 1969. They were reminding me of Mr. McCollough's letter inquiring where the payment is. They were still short the payment of April and May 1969.

MR. ROSENBERG: The Government introduces Exhibit 27 at this time.

MR. ROTH: No objection.

THE COURT: Received.

(Government's Exhibit 27 was received in evidence.)

xx Q This letter from Mr. D'Ambrosia of Ancorp National Services, Inc. speaks at the top of the letter of rental of space in newsstands for New York Times advertising signs.

Did the Times pay The Union News Company for the bills rendered that are spoken of in that letter?

THE COURT: If you know.

A I recall receiving or seeing a copy of corres-

pondence from Mr. Bancroft which in the final adjustment made that and that was the final payment.

THE COURT: This arrangement terminated?

THE WITNESS: Yes.

Q Will you describe for us when and under what circumstances the agreement for the posters terminated with the Union News Company?

A The circumstances of how the agreement terminated --

THE COURT: Why did you stop this arrangement with Union News?

THE WITNESS: We wanted to keep everything uniform and we felt that this in accordance with what was going on with the Federal Trade Commission action, that we took another look at it and changed our minds.

Q At any time while the agreement was in effect from 1961 through 1969 was it your understanding that the New York Times was pay ing for anything other than the right to display posters at the Union newsstands?

MR. ROTH: I object to that.

THE COURT: I will sustain the objection as to the form.

The question was "What were you paying the Union News for" and he answered.

What were you paying for?

THE WITNESS: Display of advertising signs.

MR. ROSENBERG: I have no further questions, your Honor.

THE COURT: Let's take our recess.

(Recess.)

CROSS EXAMINATION

BY MR. ROTH:

Q Mr. Goldstein, I show you this memorandum of April 21, 1961 from you to Mr. Bradford.

I ask you to look at the last page.

A Correct, sir.

Q By the way, a copy of this was sent to Mr. Loeb?

A Correct.

Q What is the total number of Union newsstands that are shown according to that schedule?

A The city, suburban and the country or national areas, 397.

Q That was on April 21, 1961, right?

A Correct.

Q Just about the time the arrangement became effective?

A Correct.

Q The arrangement was based On 500 stands, was it

not?

A Correct.

Q But there were only 397 stands involved actually?

A Correct.

Q Over a period of time the Union News Company had variations in the number of stands, did it not?

A Some closed, some open.

Q Did they lose subway stands, for example?

A Yes.

19 Q A whole slew of them at one time?

A I don't know if it's a whole slew. Some closed.

Q There was no change made in the billing?

A Right.

Q And the amount paid remained the same amount?

A Yes.

Q You testified regarding some complaints. You produced letters from 1962 which have just been marked in evidence, one dated June 13 --

THE COURT: Give the exhibit numbers.

Q June 13, 1962, Government's Exhibit 21.

Do you have any written complaints regarding failure to show the posters after 1962, between 1962 and 1969?

A I don't recall any, sir.

Q The FTC made an investigation of this situation, did it not?

MR. ROSENBERG: Objection.

THE COURT: You said something about the FTC. Did you know whether they were investigating at this time?

THE WITNESS: Only what I read in the publication trade papers and the Wall Street Journal.

THE COURT: You didn't read that in the New York Times?

THE WITNESS: I don't recall reading it in The Times.

Q In 1969 you knew there was an investigation going on, Mr. Reynolds testified --

MR. GREENFELD: Objection. Counsel ought to state whether he has information.

THE COURT: Wait a minute, let's not argue. He can ask the witness whether he knows whether there were any complaints betwen '62 and '69.

Do you recall any?

THE WITNESS: I don't recall any complaints.

Q Did you know that Mr. Reynolds was asked to testify?

A He was asked to testify in my absence from the

country.

THE COURT: You don't know anything about that?

THE WITNESS: No, I just know he testified.

Q And the FTC made a full and complete investigation of this case.

MR. ROSENBERG: Objection.

THE COURT: Sustained.

Q What was your job in 1969?

A Director of circulation.

Q And in 1968?

A Director of circulation.

Q By the way, you testified that you remembered some of these documents in 1960, '61, '62.

A Because my name was attached to it. I recognize my signature.

Q You know perfectly well, don't you, that there was no written notice of any kind from 1962 or '63 to 1969 complaining about the fact --

THE COURT: He testified he didn't know of any. Why are you pursuing this?

MR. ROTH: Maybe I am used to dramatizing.

THE COURT: Don't do it for me, please.

Q How many times was the rate changed? When was the amount changed from 2000 to a higher figure?

A Once, from 500 locations to 528 and the rate from $4 to $4.90.

Q Where did you get the 528 locations?

A I can recollect, I believe, when they acquired the Armstrong stands in Boston. It may have been that or the Garfield stands in New York.

Q How many Garfield stands were there?

THE COURT: Do you know?

THE WITNESS: Approximately, off the top of my head --

THE COURT: Why are we going into all this? You fellows ought to know that.

MR. ROTH: I want to make a point, your Honor, which is that as far as we are concerned there is no relationship between the number of stands and the amount paid. They didn't care one way or the other about that figure at all.

THE COURT: I think that is right. He relied on what they were told.

You knew you were paying out more stands than what they had, is that right?

THE WITNESS: That is correct.

THE COURT: I am not confused about that at all.

Q But from the very beginning you only had 397

stands in April 1961, right?

A Mr. Roth, 397 stands handled the New York Times and I am sure that the Union News Company had more than 397 locations.

In our promotion in any location, even though we are not on display, our availability is worth something to our national image.

THE COURT: The 397 is where The Times is sold?

THE WITNESS: Right.

THE COURT: You wanted those that sold the New York Times, that's where you had the posters.

THE WITNESS: Correct.

Q The fact is you didn't actually care how many were selling the New York Times?

A We wanted to distribute to wherever there was a sales opportunity but some of those stands like Dubuque, Iowa, make it difficult for us to reach there before the paper is too old.

Q Would you pay $4 a month for a stand in Dubuque, Iowa or in some other small town?

A No.

Q I think you testified that in 1961 and '62 you had no other arrangements with the exception of this dollar a month for a certain number of stands, is that right?

A In the metropolitan area, within the 50-mile area.

Q And you submitted this list prepared by you for Mr. Veit on the date of January 26, 1962.

THE COURT: Would you give the exhibit number.

Q Exhibit 18..

The last page has a list of the dealers.

A That is correct.

Q Who received this document?

A Correct. That was an arrangement we made at a dollar a month.

Q Did you pay the dollar a month?

A I don't recall that any payments were made.

t Q Would you say that it's your information that no payments were actually made?

A I would say that.

Q You would?

A I would say that.

Q And the dealers, the first dealer is Robert Sullivan, 2205 Ryer Avenue; Siegel, Southeast Allerton and White Plains Road; C. Weyant, Westchester Square Station, corner of Ferris Place; Leibowitz, Southeast Jerome and Bainbridge Avenue.

Those were newsstands, is that correct?

A Correct.

Q What do you mean by a newsstand, stationery store?

A It can be a combination of a stationery store or a combination of a licensed newsstand.

Q The same is true of the others, there are only a total of ten more. Those were all just small papers?

A They were licensed newsstands that had visibility for display of cards.

Q All the others on this list are Union News terminal stands, isn't that right?

A Correct.

Q What was the arrangement you had -- before we get to that, Mr. Rosenberg, would you let me have the letter dated June 12, 1962.

I show you Government's Exhibit 20 for identification and ask you whether you are familiar with it.

A A copy came to me.

Q Where did the documents attached to this 20 for identification come from?

A From Mr. Waters of the country area. He was the national circulation manager. This came out of his file and succeeded by Mr. Holmberg, Mr. McNamee, his assistant, and exchanged correspondence with the airline

canteen service in Chicago, O'Hare, it came out of our files, recognizing signatures and stationery, typical memoranda that processes through the circulation department.

Q All these were, as Mr. Rosenberg asked you, prepared in the regular course of business of The Times Company?

A The circulation department, yes.

MR. ROTH: I offer it in evidence.

MR. ROSENBERG: No objection.

THE COURT: Received.

(Defendant's Exhibit C was received in evidence.)

xx Q In this first memorandum, what was Mr. Waters' position?

A National circulation manager. He was responsible for circulation outside the metropolitan 50-mile trading area.

Q The first letter is headed "Union newsstands and country territory."

It states that 166 applicants are actively selling the New York Times.

Is that about correct in your recollection of what happened at that time?

A That is the approximate number.

Q He said that 32 offices do not display display material. He has a list attached. He says:

"Re: Accounts that receive Times at lower price."

We pay $35 per month airport canteen to cover Chicago on Midway Airport.

Do you recollect?

A I do.

Q There is a letter dated July 3, 1963 from Mr. Waters to Airport Transport Services, Inc. and it says that effective May 24, 1963 this is your authority to bill us at the rate of $50 per month for special advertising display at the main newsstand, O'Hare Airport, Chicago, Illinois.

This is an all-year service. You will forward bills for this service to our auditing department monthly. You will be reimbursed accordingly.

Is that correct? Prior to that time it was $35.

MR. ROSENBERG: What exhibit is that?

THE COURT: Exhibit C.

Q The arrangement was originally at Midway, wasn't it?

A Yes, that was before O'Hare.

Q When O'Hare opened --

A It went to O'Hare. That is where the traffic was.

Q And the $35 per month preceded June 12, 1962, didn't it?

A I recollect, yes.

Q Do you know when O'Hare was opened?

A No, I don't.

THE COURT: Let's not get into that.

Q On August 27, 1964, a memorandum from Mr. Holmberg, a copy to Mr. Goldstein and addressed to Mr. McNamee.

Who is Mr. Holmberg and Mr. McNamee?

A Mr. Holmberg is my assistant circulation manager or Reynolds' assistant but reported to me and McNamee at that particular time, I believe, became national circulation manager. I am just not certain of the dates that Holmberg was national circulation manager. McNamee, his assistant, and Holmberg moved into the front office and McNamee took over Holmberg's responsibilities.

This is all after Mr. Waters passed away.

Q This memorandum says that:

"One of the first things Sam should look into in Chicago when he returns to duty in the Midwest

is the O'Hare Airport situation."

Who is Sam?

A Sam Kaplan was our field traveling representative that covered Ohio, Illinois, Wisconsin.

Q "We are paying Henley $50 per month, ostensibly for the privilege of displaying a sign in return for which we are copy display on the stands. Not only are we not displayed with the local papers, but they are charging 20 cents per copy."

What was the cover price that you asked people to sell for in Chicago at that time?

A What was the date of the memorandum?

Q August 27, 1964.

A It could have been 15 cents.

Q It could have been?

A In '63 we went to 10 cents and we established charging more in the country area. Accepting this, I am sorry, Mr. Roth, the price is higher in air delivered cities.

Q But this indicates that Mr. Holmberg is dissatisfied with the 20 cents per copy, is he not, and not only are we not displayed with local papers but they are charging 20 cents a copy.

A He was disssatisfied with Mr. Henley.

Q And also with the fact they were charging 20 cents a copy?

A Correct.

Q The original agreement dates back to when Midway was in operation.

THE COURT: I don't like to interrupt you but I am still having trouble in my own mind of the relevance of the New York Times with Midway and O'Hare.

MR. ROTH: May I attempt to explain that?

THE COURT: I wish you would.

MR. ROTH: You heard a statement that we are getting $4 a month for 500 stands and here is one that is $35 a month for one stand.

THE COURT: That isn't the issue before me. The issue here, as I understand it, is whether Union News has violated an order of the Court of Appeals that I have not yet seen. That is the issue I have here.

You may think it's too small but I don't quite see it.

MR. ROTH: Let me go on.

THE COURT: I don't see what difference it makes. Supposing they did? If Union News violated this judgment of the United States Court of Appeals it's quite immaterial as to whether the New York Times had a

more expensive with O'Hare.

MR. ROTH: Your Honor hasn't given me a chance to explain.

THE COURT: What is the explanation?

MR. ROTH: The order requires that there be a situation in which they did not proportionately give it to others. We maintain that they did to anyone comparable to us and that this was probably one of the few instances where you have anybody comparable. That is our claim.

THE COURT: You say Union News and O'Hare Airport are comparable?

MR. ROTH: One stand of Union News is comparable to one stand of theirs.

THE COURT: You have made your offer of proof. You are going to have to get somebody from O'Hare to establish that.

MR. ROTH: I say that these are terminal stands.

THE COURT: I don't buy that at all. Unless you can establish from somebody who will testify about O'Hare, you can't do it through this gentleman.

MR. ROTH: I want to get the payments and the facts in. We have plenty of time. I am not presenting my case yet. This is just cross-examination.

THE COURT: I think you have exhausted it.

MR. ROTH: I don't think so, your Honor. I think I am entitled to go on with this. I will make it as short as I can.

THE COURT: I think you better stop there.

MR. ROTH: I want to go several other locations.

THE COURT: What other locations?

MR. ROTH: There are others.

THE COURT: You mean these people up in the Bronx?

MR. ROTH: Boston, Washington.

MR. ROSENBERG: The Government would be prepared now to introduce into evidence what has been marked as Exhibits 57 and 58.

57 is the final order of the Second Circuit from 1962 and 58 is the modified order to cease and desist of the Federal Trade Commission.

MR. ROTH: We should also have the previous order, the original order with the Federal Trade Commission before it was modified.

MR. ROSENBERG: These are the orders contested in this litigation.

THE COURT: Well, 57 and 58 are going to be the crux of the case. I will receive them without

objection.

(Government's Exhibits 57 and 58 were marked for identification.)

xx BY MR. ROTH:

Q You continued paying this $50 a month through to 1969?

A Right.

Q And in 1964 there is a memorandum from Mr. McNamee to Mr. Kaplan saying that on O'Hare Field we are not displayed. Henley is charging 20 cents per copy.

Is there anyone we can contact there on this. This is back in 1964.

Then in November 196$, and I would like to know who the signatory on this copy is.

A That is A. William Holmberg.

Q This is a letter to Joseph Henley. He says:

"I particularly noticed that there was no advertising display at the airport: That the daily Times was not displayed on the front of your rack but kept behind the counter: That one stand was sold out by noontime: And that no Sunday editions are available at O'Hare. I know you are making a respectable profit on the sale of the New York Times daily edition, and I am convinced that if

they were properly displayed you could increase the sale to 350 or 400 copies per day."

I think you mentioned an allowance was made to the Armstrong Company in Boston. What was that allowance?

A The Armstrong was a price concession.

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Q And the document in evidence here is RJW to Mr. Reynolds, July 6, 1962 and a copy to you.

"During the year of 1961 for a 12-month period we reimbursed this company $321.14 or $26.76 per month. Irving Smith has discussed this with this company and has come up with a payment of $22 per month instead of the one cent per copy rebate, which we are going to put into effect July 1, 1962. I will check further with Irving Smith," and so on.

Were those payments made to Armstrong?

MR. ROSENBERG: I am going to object to this question and the entire line of inquiry on the ground that what the case concerns itself with is whether, at least as far as the New York Times is concerned, if that company made proportionately equal payments for promotional services to all its other retail outlets not whether he had price allowances.

THE COURT: Did you?

THE WITNESS: No, we did not.

THE COURT: I will sustain it.

Q This was not for cards or racks?

A No.

Q "I will check further with Irving Smith to find out if each one of their stands has a newsstand card holder."

THE COURT: We are wasting an awful lot of time. I have that impression. I think the exhibit speaks for itself and he will be able to comment on it. You can ask the witness whether he made or whether he had an arrangement with the Union News.

Did you have any relations with any other outlets?

THE WITNESS: For promotional displays?

THE COURT: Yes.

THE WITNESS: Washington Airport, Henley in Chicago, Union News and those dealers in the Bronx, a couple in Manhattan.

THE COURT: Were they all proportionately the same as the Union News?

THE WITNESS: They weren't at the same rate.

Q What was the rate at the National Airport?

A I don't recall, Mr. Roth. If you have something there to refresh my memory I can confirm it.

Q This is dated July 26, 1963 to Mr. Roger Waters.

It says:

"Vic Ottenstein has asked for an advertising" --

THE COURT: Don't read it. Show it to the witness.

A That is correct.

Q What is correct?

A The advertising allowance that Driscoll, our field representative, reporting exactly what was reported for the two rack cards in the terminal newsstands at the airport.

THE COURT: What were they?

THE WITNESS: $12 each per week.

Q That continued --

A That is a heavily trafficked area.

Q And that continued until 1969?

A Yes.

Q That was for advertising display, was it not?

A Correct.

Q Was that changed at any time?

A I don't know. I have to refresh my memory

memoranda.

Q Will this refresh your recollection?

A 343 per day, seven times that is $24 a week.

Q Do you have a record of what was paid as a special display allowance by other publications at the National Airport?

A No, I do not.

Q When the original arrangement was made with the Union News Company wasn't their consideration of the fact that first there was a desire to give Mr. Garfinkle the total amount of money that he needed and that was then translated into 500 stands at $4 a stand?

MR. ROSENBERG: I object.

THE COURT: If he knows, he can answer the question.

Do you remember that, is that correct?

THE WITNESS: I an area.

MR. ROSENBERG: I don't know whose understanding --

THE COURT: You are making awful heavy weather.

The question is whether you arrived at a figure first and made the number of outlets correspond to it or whether it's predicated on the number of outlets?

THE WITNESS: If I recollect, Mr. Garfinkle

said he had 500 outlets and Mr. Veit arrived at a price according to the other visible means that he purchased. That came within the area of the dollars making up for the rate adjustment.

Q Do you recall testifying about this in your deposition in this case?

A I do.

Q On page 69 I asked you:

"In each instance the allowance requested was based upon the claim of increased expenses of the desire to get more money, isn't that correct?

"A Yes."

A Yes.

What is your question on that?

Q You are talking not only of Union News but generally "In each instance the allowance requested was based" -- this is line 14.

"In each instance the allance requested was based upon a claim of increased expenses or desire to get more money, isn't that correct?

"A Yes."

And was granted on that basis, isn't that so?

A Yes, recognized as expenses.

Q Page 76, line 19, I asked you this question and

I will clarify it:

"Q Mr. Reynolds' testimony coincides with your recollection of the facts?

"A Yes."

The question I asked you is at the top of page 75 which is a quotation, apparent ly my reading from records again, line 1 of page 75:

"Q If I understand your testimony correctly you started with a total amount of money needed and you worked backwards to fit some type of dollar value, multiplied by an arbitrary number of instances, whether or not there were, in fact, 528 poster locations. Is my understand correct in this instance?

"A Yes, it would work back.

"Q Work back from the total mount that they wanted from the New York Times?

"A That they said they needed.

"Q Is that a correct statement of the situation with respect to the derivation of the amount of the allowance?"

And I asked you on the next page, after some colloquy:

"Q Mr. Reynolds' testimony coincides with

your recollection of the facts?

"A Yes."

Does that answer "Yes" still stand?

A I don't see any reason to change it. Other than --

Q That is all I asked you on that.

There were certain reasons testified to by Mr. Veit as to why Union News was granted allowances of rebates prior to the April 1961 arrangement. Those reasons didn't change after April 1961, did they? In other words, the facts, the way in which Union News operated didn't change, isn't that correct?

A They were granted a concession.

22

Q You talked about painting stands. Did you ever paint any Union newstands?

A No. They weren't visible stands on the street. It was a dual effort, want to clean up the city newsstands so we can get encouragement from the city fathers --

Q Let me ask you a question.

You testified that the Union News Company never received posters before this, is that correct?

A Yes, I would say that.

Q They never received any posters?

A No, they weren't included in their bundles.

Q You are sure of that?

A I am just as sure as saying that when they went out they never intended to be included in the Union bundles because they never did post any signs.

Q Are you familiar with the operations around Grand Central?

A Yes.

Q As circulation manager you knew what was going on?

A I didn't pass there frequently until recently.

Q Wasn't it an important part of your business to know what was doing at Grand Central, a terminal of that sort?

MR. GREENFELD: The witness already answered yes.

THE COURT: I agree with you on that.

MR. GREENFELD: You are trying to put the witness down and that is wasting your time.

THE COURT: Please, Mr. Greenfeld.

MR. ROTH: I didn't know that two counsel could object this way.

THE COURT: Just ask your question. We are wasting so much time.

What is your question, please?

MR. ROTH: I must voice an objection for the record to having independent counsel not in the employ of the Government --

THE COURT: You shouldn't do it. I quite agree with you but I can see the reason for it.

If he wants to make an objection you better address me and not talk.

What is your question?

MR. ROTH: I am going to withdraw the question since your Honor is impatient with it.

THE COURT: I am impatient about the length of time that we are spending on things which offhand are not particularly relevant.

MR. ROTH: Sometimes you will have to trust --

THE COURT: Stop it, Mr. Roth. Ask your question.

Q Coming back to Mr. Welkowitz, did you invite him there?

A I believe I did. I believe I invited him at the suggestion of Mr. Garfinkle and I can't recollect how the invitation came about.

Q You were willing to have him there and listen to discussions of special allowances on rebates?

A It wasn't to discuss rebates or allowances. It was just to discuss his mutual problems.

Q His mutual problem --

THE COURT: Please don't argue. Ask your question.

Q Did that usual problem -- how usual was it? How many times did it arise in the three or five years before?

A To meet with Mr. Garfinkle?

Q For the purpose of his getting an increase in his rebates.

A The issue only came up when we increased the reader price of the paper.

Q That happened usually constantly?

A Periodically. You don't jump it too quickly.

Q Would you give us the changes. What was the price of the paper in 1959?

A Five cents weekdays.

Q How long had it been the price at five cents?

A It was from three to five cents in 1960, if I recall.

Q In 1960?

A Yes.

Q From three to five cents in 1960?

A Yes.

THE COURT: When you ask him a question and he gives you an answer why ramble on?

Q When did it go up?

A On the conclusion of the 114-day strike which was April 1st, 1963. Following that it went to 15 cents.

Q When did he ask you for an increase before this 1960 time?

A I just don't recall.

Q Then you invited Mr. Welkowitz and did Mr. Welkowitz say anything at the meeting?

A He contributed nothing, as I recollect, at the meeting.

Q Did he say anything approving any part of what Mr. Garfinkle said?

A No. If I recall he just shared Mr. Garfinkle's business plight.

Q He what?

A He shared in the presentation Mr. Garfinkle made about his cost of doing business with the unions he had to do business with and the cost of maintaining the stands.

Q Was he present throughout the conversation?

A As I recall, he was. You are speaking of

Welkowitz?

Q Yes.

A Yes.

Q Did you speak to Mr. Welkowitz after that about it?

A I did call him at the time to refresh his memory that he was there.

Q After the new arrangement was made they were receiving $24,000 a year, right?

A Yes, 500 for 2024.

Q Before that how much was the Union News receiving?

A Mr. Veit testified this morning, which I concur, around 22,000, in that area. That was in price concessions.

Q You call that a relatively small difference between the old and the new --

THE COURT: That doesn't matter.

Q Did you have any discussions with Mr. Loeb or with counsel about the legality of the arrangement?

MR. ROSENBERG: Objection.

THE COURT: You can ask him if he had a conversation with Mr. Loeb, you can answer that.

THE WITNESS: No, I did not.

Q Coming to the out of town country prices, do

you recall the out of town country prices in the period we are talking about, from '61 to '69?

A It varied from 10 to 15 cents. I don't know this exactly. They were hired in air delivered cities and as the railroads deteriorated we shipped to more air delivered cities at a higher cost. We passed some of that cost on to the reader.

Q At what times was it the same as the city?

A Back to the '30s.

Q You mean at all times --

A There was a differential when the city price was three cents, we jumped the suburban price to four cents and the country price was a nickel.

Q So there always was a differential?

A In the country area.

Q How about the suburban area?

A The suburban area was uniform in 1960 because it became your trading area. People just started to move out of the city.

Q With the exception of the incidents that have been referred to, the documents in evidence, do you know of any other instance in which the Union News Company actually raised the prices of the newspapers at retail?

A Higher than retail?

Q Higher.

A None other than I reported in my material in evidence.

Q You say you had a group of field men. How many did you have over this period of time?

A There were about 14 country men that covered the major city territories beyond the 50-mile trading area and about 37 in the metropolitan area. That is divided between suburban and city, five boroughs.

Q We referred previously to the situation in Boston. At some time Union News took over those stands, did they not?

A The Armstrong stands.

THE COURT: Is the question did the Union Newspaper take over the Armstrong stands?

THE WITNESS: Yes.

Q There was discussion as to what happened. At the time they were taken over, were the additional stands added at the rate of $4 a month?

A If I recollect, that was one of the reasons why the number increased from 500 to 528, a combination of Armstrong and Garfield when the Union News took over both those companies.

MR. ROTH: That is all for this witness, your

Honor.

MR. ROSENBERG: I have no redirect.

THE COURT: You are excused.

(Witness excused.)

MR. ROSENBERG: I have a short witness that I have.

MR. HALPERN: I have just been through surgery. Would it be possible to adjourn?

THE COURT: Who is the witness?

MR. ROSENBERG: The Government calls Thomas McVeigh. The testimony shouldn't be more than ten minutes.

- -

T H O M A S M c V E I G H , called as a witness by the Government, being first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. ROSENBERG:

Q By whom are you employed?

A The New York Times Company.

Q What is your present position?

A Corporate controller.

Q What was your position in 1969?

A I was assistant controller of the newspaper.

23 Q What did your duties include at that time?

A My prime responsibility was the general accounting department of the New York Times. We disbursed funds and collected funds for revenue and accounted for such.

Q Mr. McVeigh, I show you an affidavit marked Government's Exh ibit 33 for identification and ask you if you can identify the signature at the bottom of the first page?

A That is my signature.

Q Do you recall when you executed that affidavit?

A Yes, I do.

Q When was that?

A Some time in 1969, I believe. September

1969.

THE COURT: When?

THE WITNESS: September 1969.

Q I direct your attention to Paragraph 3 of the affidavit which states:

"I hereby verify that the accounting records of the New York Times Company indicate that the following payments were made to Union News Company for the rental of advertising space on Union News Company stands for the years indicated", and then a table follows.

A Yes, sir.

Q Were you directed by anybody at the New York Times to compile that information reflected in the table?

A Yes, I was.

Q Who was that?

A I believe the controller of the New York Times at the time.

Q Who was that?

A Mr. John McGabe.

Q What did you do after receiving his direction?

A I went to the manager of the circulation accounting department and asked him to prepare a listing of all the expenses we paid to Union News Company for displays of

advertising material for the years in question. He pulled the records out and compiled these listings and totals.

Q Do these listings in Paragraph 3 of your affidavit accurately reflect the bills rendered by the Union News Company to the New York Times for the years indicated?

A Yes, they do.

Q I ask you to spend a moment looking at the exhibits attached to your affidavit and tell me whether they are the exhibits described in your affidavit?

THE COURT: I am more interested in what these exhibits are.

MR. ROSENBERG: These are the Union News invoices.

THE COURT: And you tabulated these invoices?

THE WITNESS: Yes, sir. These are all the documents in support of payment for the promotion fees. These are copies of our vouchers and the originals of the invoices rendered by Union News Company.

MR. ROSENBERG: The Government offers Exhibit 33 in evidence now.

THE COURT: Show it to Mr. Roth.

What I would be inclined to do -- have you had a chance to check this, Mr. Roth?

MR. ROTH: No, I haven't.

MR. ROSENBERG: The documents have been fully discovered to the defendant.

THE COURT: I suppose they have but I want to give him a chance to check through.

Are you going to ask questions of the witness about this?

MR. ROSENBERG: One question.

THE COURT: Why don't you ask the question.

Q To the best of your knowledge, Mr. McVeigh, are the invoices that are contained as exhibits to your affidavit a complete and accurate set of invoices received by The Times from the Union News Company?

A Yes, except for the years noted where the invoices are missing from our files.

THE COURT: And that is noted in there?

THE WITNESS: Yes, your Honor.

THE COURT: I think the invoices have been properly identified and it's really a question of Mr. Roth having a chance to check them with his people at which time I will receive them in evidence.

Is that all you want to ask this witness?

MR. ROTH: They can be taken subject to being checked up. I want to ask a couple of questions.

I want to be sure there are no things in here other than invoices.

THE COURT: Do you have another question, Mr. Rosenberg?

MR. ROSENBERG: That was the last question with respect to this document, your Honor.

THE COURT: Let's move along.

MR. ROSENBERG: I have been advised by counsel to The Times that two stray exhibits have found their way into the attachments to this document. They are two invoices which have nothing to do with the Union News Company that are in 33. I think they can be disregarded by the Court.

THE COURT: All right.

(Government's Exhibit 33 was received in evidence.)

xx THE COURT: Subject to being checked by Mr. Rothi

Q Did you have occasion, Mr. McVeigh, to compile all of the accounting records of the New York Times reflecting payments to the Armstrong Newsstands, Inc. for the rental of advertising space on Armstrong stands?

A Yes, I did.

Q Is Government's Exhibit 34 for identification

your affidavit plus all of the supporting exhibits reflecting the rental of space from the Armstrong newsstands?

A Yes, it is, I believe.

Q Was it compiled in the regular course of your business as an assistant controller of the New York Times?

A Similar to the request made concerning the Union News Company; yes, sir.

MR. ROSENBERG: The Government moves the admission of Exhibit 34.

THE COURT: I will receive that on the same basis.

What is the next one you have?

Q Did you also have occasion in September of 1969 to compile information reflecting payments by the New York Times Company to Aero Enterprises Division for the rental of advertising space on Aero newsstands?

A Yes.

Q Is Government's Exhibit 35 a complete and accurate reflection of The Times' payments to Aero?

A Yes.

MR. ROSENBERG: I move the admission of Exhibit 35.

THE COURT: Subject to inspection by Mr. Roth

they will be received.

Q I show you Government's Exhibit 36 for identification and ask you whether you can identify the signature at the bottom of that affidavit?

A That is my signature.

Q Can you indicate whether you searched the accounting ledgers of the New York Times to discover any payments to the Airport Canteen Service, Inc. for special advertising display at O'Hare Airport, Chicago, Illinois?

A I did check the records of the New York Times.

Q What did you find?

A We find no documents supporting a payment to Airport Canteen Services, Inc.

MR. ROSENBERG: No further questions.

MR. ROTH: I have no questions of this witness.

Before we adjourn, I have to ask Mr. Goldstein another question or two.

THE COURT: You are excused.

(Witness excused.)

- -

NATHANIEL GOLDSTEIN, recalled as a witness, having been previously duly sworn, testified further as follows:

RECROSS EXAMINATION (Continued)

BY MR. ROTH:

Q Mr. Goldstein, I show you this memorandum dated October 5, 1966 which is in evidence and it's part of Defendant's Exhibit C.

I ask you whether this refreshes your recollection as to the termination of the Armstrong allowance?

A I don't recall it. That was a direct communication from the country division to the accounting department.

Q You testified that the Armstrong stands were added and that they became $4 a month each, is that right?

A I believe that was the recollection. I am trying to account for the increase from 500 to 528.

Q Let's see if this refreshes your recollection from Mr. Reynolds' testimony at page 116, line 19:

"As I understand the import of this statement and the October 5, 1966 letter to Mr. Goldfarb the Union News, since they took over the stands, were now covered by the original agreement that had been entered into for $2000 a month for 500 stands re-

gardless of where they were located?

"A Yes. By the way, this was not added to the Union News Company. In other words, there was no change in the number of stand allowances.

"Q In other words, the New York Times came out pretty good in that you were getting promotion display for displays you were getting with the Union News Company?

"A Yes."

Does that accord with your recollection now or would that make you change your testimony?

A Probably what happened --

Q I asked you a question.

A I don't know. I don't recall.

THE COURT: Does it make you change your testimony?

THE WITNESS: That was Mr. Reynolds' testimony.

THE COURT: Having heard that do you want to change your testimony?

THE WITNESS: I just recollect in my testimony that I believed that the adjustment was made.

THE COURT: He doesn't want to change it.

THE WITNESS: That is my recollection.

MR. ROTH: That is all.

THE COURT: Thank you.

(Witness excused.)

THE COURT: We are adjourned until 10 o'clock tomorrow morning.

(Trial adjourned to Tuesday, July 10, 1973, at 10.00 o'clock a.m.)

UNITED STATES OF AMERICA

vs. 70 Civ. 5770

ANCORP NATIONAL SERVICES.

New York, July 10, 1973;
10.30 o'clock a.m.

(Trial resumed.)

- -

MS. REICE: Good morning, your Honor.

I would like first to introduce to your Honor Mr. Andrew L. Hughes of the firm of Townley, Updike, Carter & Rodgers, attorneys for the Daily News Company.

The Government calls William Carey.

- -

W I L L I A M C A R E Y , called as a witness by the Government, being first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MS. REICE:

Q Are you appearing here voluntarily or by subpoena?

A Subpoena.

Q By whom are you employed?

A The New York News.

Q Is that the publisher of the Daily News?

A Yes.

Q How long have you been employed by The New York News?

A 27 years.

Q Could you describe the various position you have held at the Daily News?

A Over the 27 years I have had a number of positions but primarily I worked in the business administration side of the newspaper business.

In the last ten years or so I worked in the circulation department.

Q Could you, sir, trace the various jobs you have had from the beginning of your employment in the Daily News?

A I started in The News while I was still a student at college.

I started in their technical lab collecting paper and ink samples to be tested to determine whether they met the standards of The News, the running quality, and from there I moved into a number of other jobs as administrative assistant working with the production department on production studies, the advertising-editorial department and economic studies of producing a newspaper

profitably and with the circulation department.

Most of my work was with the circulation department, I would say starting in about 1955.

Q What is your present position at the Daily News?

A My present position is circulation manager of The News.

Q What was your position at the Daily News in the period of 1963 to 1964?

A At that time I was the circulation operations manager.

Q Could you describe the organization of the circulation department of the Daily News?

A At that time?

Q Yes.

A At that time we had at the head of the department a circulation manager. Under the circulation manager there were two main divisions, the sales division concerned with the selling of the paper, handling of dealer accounts, working with wholesalers, determining the draw, regulation of orders and so forth, and the operations division concerned basically with the logistics of the distribution, the physical work of getting the paper out of the plant, getting it distributed to the

dealers, the wholesalers, to the transportation points, airports, railroad stations, bus terminals and trucks and so forth, and the operations manager was in charge of what we call the mailroom which is the bundling and shipping department, the delivery department and the fleet operations which is the garage.

Q In the 1960's did the Daily News sell its newspapers to any multi-outlet retailers?

A Yes.

THE COURT: During this period you mentioned there were these two divisions.

Which divisions are you in, the sales or operations?

THE WITNESS: Operations division.

THE COURT: Thank you.

Q As I asked you before, sir, in the 1960's did the Daily News sell its newspapers to any multi-outlet retailers?

A Yes.

Q Do you recall the names of any of those multi-outlet retailers?

A Union News I think was the biggest one. I guess the Eastern News. I don't know of any others. I don't recall any others, at least.

Q Does the final product, the newspaper, the Daily News, differ in any way depending on whether it's sold from a Union newsstand or from another retail outlet?

A No.

Q In the 1960's within the New York metropolitan area, was the Daily News purchased from a retail outlet generally sold at the same price to the consumer?

A Yes.

Q Did the retailer do anything to alter the nature or the form of a newspaper after receiving it from the Daily News and before selling it to a member of the public?

THE COURT: Sometimes they drop on the floor, I guess.

THE WITNESS: Normally he does not.

Q In the period between 1964 and 1969 were there other newsstands in rough proximity to those of the Union newsstands in New York City?

A Yes.

MR. ROTH: May I ask the witness to speak louder.

THE COURT: Would you try to keep your voice up a little more so all these gentlemen can hear you, please.

THE WITNESS: Yes, sir.

Q Mr. Carey, did there come a time in 1963 when the Union News Company contacted the Daily News with regard to the price that the Union News Company was paying the Daily News for its papers?

MR. ROTH: Are we going into leading questions at this stage, your Honor?

THE COURT: I will allow that question, whether he was contacted by anybody from the Union News.

He can answer that.

THE WITNESS: The News was contacted, yes.

THE COURT: You were not?

THE WITNESS: I personally was not, no, your Honor.

The News was contacted but I personally was not.

Q Do you recall the form in which that communication from the Union News Company took?

MR. ROTH: I object to any further questions about that unless he knows.

THE COURT: I see the problem.

You understood that The News was contacted by Union News during this period?

THE WITNESS: Yes, your Honor.

THE COURT: Let's let it go at that.

Q Do you recall, Mr. Carey, the form in which that communication from --

THE COURT: He said he wasn't contacted.

MS. REICE: I think that the witness was trying to say that he personally was not addressed by the Union News Company but that he was aware --

THE COURT: Did you receive any communication from the Union News?

THE WITNESS: Yes, I did at some time.

THE COURT: You did see a communication. What was it, a letter?

THE WITNESS: A letter, I believe.

MR. ROTH: When he says some time, does he mean recently or back in those days?

THE COURT: We are talking about 1963-64?

THE WITNESS: Correct.

Q I show you what has been marked as Government's Exhibit 38 for identification and ask you if this is the letter to which you have just referred?

A I would say it is. Theremay have been other letters.

THE COURT: You do recall?

THE WITNESS: Yes.

Q Would you just describe who the address is and the date of the letter and from whom it is?

A The date is December 4, 1963. It's addressed to Mr. Dudley Feldman and it's signed by B. A. McCollough, vice-president.

Q Who is Mr. Dudley Feldman, sir?

A Mr. Dudley Feldman at that time was our circulation manager.

Q Did you report to Mr. Dudley Feldman?

A Yes, I did.

MS. REICE: I move the admission of Exhibit 38 for identification.

THE COURT: Have you seen this, Mr. Roth?

MR. ROTH: I have no objedtion to that letter.

THE COURT: It will be received.

(Government's Exhibit 38 was received in evidence.)

Q Mr. Carey, following the receipt of Government's Exhibit 38 which we have just received in evidence by the Daily News, did the Union News Company again contact the Daily News with regard to the subject matter of that letter?

A I really can't say. Possibly they did.

Q Let me show you Government's Exhibits --

MR. ROTH: Perhaps we can save a little time if there are any documents we might be able to admit, let me see them now and we will save time.

THE COURT: I think that is a good idea. I take it all these are business records, aren't they?

MS. REICE: Yes, your Honor, they are. In fact, this second letter which I am about to attempt to introduce is a letter to which Mr. Carey answered although it was not addressed to him.

THE COURT: Show it to Mr. Roth. I think we can save a little time this way.

MR. ROTH: I have no objection to this one of March 25, 1968.

THE COURT: What is Exhibit is that?

MS. REICE: Exhibit 39.

THE COURT: It will be received.

(Government's Exhibit 39 was received in evidence.)

xx MS. REICE: Perhaps, if I may, I would like to read into the record Government's Exhibit 38 so this entire line of questioning will be in context.

It reads:

"Dear Mr. Feldman:

"As we discussed over the telephone yesterday,

the cost price to us of $15.25 per hundred for the Sunday edition of the New York News is out of line and is not acceptable to us. As you suggested we would like to sit down and talk this over with you as quickly as possible. Please let me know when it will be convenient for us to meet on this serious situation."

It's signed "Very truly yours, W. A. McCollough, vice-president."

THE COURT: Do you want this exhibit here? This is 39.

MS. REICE: I don't think I need it right now.

THE COURT: I would like to ask this gentleman who this gentleman is.

THE WITNESS: Publisher at present of The News.

THE COURT: And in 1964?

THE WITNESS: He was our executive vice-president in charge of sales at that time, I believe.

Q Do you recall, Mr. Carey, ever meeting with any representatives of the Union News Company to discuss the subject matter of Government's Exhibit 38 and 39, the two letters which we have just marked?

A Yes, I do.

Q Please describe for the Court the circumstances

under which that meeting occurred, who was present, what was discussed and what the upshot of the meeting was?

MR. ROTH: What is the date?

THE COURT: Try to remember as close as you can when it was held in relation to these letters and where it was held.

A The meeting was a luncheon meeting and it was held in The News' dining room in the 37th floor of The News building. It was attended by Mr. McCollough. I am not sure of the date.

THE COURT: Do you remember how long after this?

THE WITNESS: I would say in the springtime, April or May of '64. Possibly a little later than that, I honestly don't recall.

THE COURT: Who else was there besides Mr. McCollough?

THE WITNESS: Mr. Gabe Lewander who was our circulation sales manager at the time, myself, and I was the circulation operations manager.

The purpose of the luncheon was to discuss the rates or the financial matters concerning payments to the Union News. There was no conclusion, as I recall, as to whether The News would make any payments or would not make any payments.

Mr. McCollough, as I recall, requested the meeting. We felt it would be best, I think, to have the meeting at The News. He came in and we discussed his problems, financial problems of retailing the paper and listened to everything he had to say but did not make any agreements that I recall. It was merely a meeting to let him have an opportunity to present his problems to us which we would then consider. That is as I recall the meeting.

Q Mr. Carey, did there come a time when a resolution to the problems raised by the Union News Company was arrived at?

A I don't know whether you would classify it as a resolution. I think there was an agreement that came about, yes.

Q Do you recall what that agreement was?

THE COURT: How long after this luncheon meeting did you reach some kind of an agreement?

MS. REICE: Perhaps we can shortcut your question.

Q Mr. Carey, if I can show you Government's Exhibit 44 for identification and ask you first to identify that, if you would.

A This is dated September 22. It's a letter to

Mr. R. J. Rohrbach, the controller of The News, and signed by me and the letter states that we have reached an agreement with the Union News Company which provides for Union News to furnish certain promotion and other similar types of services to The News.

In the early stages of these negotiations it was agreed that when the specific details were worked out concerning how these services were to be performed The News would pay the Union News Company $500 a week retroactive to June 1, 1964.

Would you, therefore, make arrangements to have these payments made to the Union News Company in accordance with this agreement. That is signed by W. A. Carey.

Q Mr. Carey, is this a true copy of a letter from you to Mr. Rohrbach?

A Yes, it is.

MS. REICE: I move the admission of Government's Exhibit 44.

THE COURT: The witness has read it.

MS. REICE: I would just as soon have it in.

THE COURT: Okay.

MR. ROTH: I have no objection.

(Government's Exhibit 44 was received in

xx

evidence.)

Q Mr. Carey, Government's Exhibit 44 refers to certain promotion and other similar type services to The News which the Union News Company was going to furnish.

What was your understanding as to what those promotion and other similar type services which the Union News Company was going to furnish The News were?

MR. ROTH: He has outlined the arrangement and I don't think he discussed this --

THE COURT: I will let her ask him if he knows.

When you wrote that letter, what were these services you had in mind?

THE WITNESS: The services would be the posting of point of sale news cards, promotion material that The News would furnish to the Union newsstands and the Union newsstand operators were to see that they were posted in prominent places to advertise The News.

Q Mr. Carey, do you recall any steps which the Union News Company undertook to assist the launching of this promotion?

A The Union News furnished The News with a list of all of their dealer outlets and we in turn were to furnish card holders and promotion materials for the card

holders to install these at the outlets.

THE COURT: How would you do that?

THE WITNESS: Once the card holders were installed at the stands we would have our sales representatives or deliverers wh o take the papers to the stands also bring these promotion cards and give them to the newsstand operator who presumably had instructions from his own people to post them as directed.

Q Mr. Carey, you referred to a list of Union newsstands which the Union News furnished to the Daily News.

I show you Government's Exhibit 37 for identification and ask you if that is a list to which you just referred?

A Yes, it is.

MS. REICE: I move the admission of Government's Exhibit 37 for identification.

MR. ROTH: No objection.

THE COURT: Is there a date on that?

MS. REICE: No, your Honor, there is no date on that but --

THE COURT: Never mind. I wondered if there was a date.

MS. REICE: I think I can help your Honor --

THE COURT: All I want to know is this:

When you embared on the arrangement this is the list they sent you?

THE WITNESS: Yes.

Q I show you Government's Exhibit 46 for identification and ask you if you remember seeing this letter on or about the date thereon?

A Yes, I do.

Q Could you identify this letter, please?

A It's a letter date January 4, 1965 to Mr. W. A. McCollough of the Union News Company and it's signed by Sid Kornish who at that time was, I believe, our circulation promotion manager. I am not certain of what his title was. Circulation sales development manager.

MR. ROTH: Could the witness talk louder, please.

THE COURT: Yes, please.

THE WITNESS: This letter is dated January 4, 1965. It's addressed to Mr. W. A. McCollough of the Union News Company. It's signed by Sid Kornish who at that time was the sales development manager for the circulation department of The News.

Q Mr. Carey, could you read the first sentence of the letter, please?

THE COURT: Let him take a look at it first. It's not in evidence.

(Government's Exhibit 37 was received in evidence.)

xx MR. ROTH: I have no objection to this.

(Government's Exhibit 46 was received in evidence.)

xx MS. REICE: The first sentence of Exhibit 46 which is dated January 4, 1965 reads:

"Dear Mr. McCollough:

"Thank you for the list submitted recently indicating the stand of locations where our placard holders and signs will be displayed."

Q Mr. Carey, you referred before to the supply by the Daily News to the Union News of certain sign holders.

Did you have any particular responsibility with respect to the purchase of those sign holders?

A In Mr. Feldman''s absence I had to approve the requisition for the purchase of those holders. I did approve them.

Q I show, Mr. Carey, Government's Exhibit 45 for identification and ask you if you can identify that?

A This letter is dated September 30, 1964. It's

addressed to Mr. B. E. Palmer --

MR. ROTH: Let me see that before you read it.

THE COURT: I think all the witness had to do is identify that letter.

You recall seeing that letter, sir?

THE WITNESS: I wrote the letter, your Honor.

THE COURT: All right.

Q Did you write that letter in the regular course of your business, Mr. Carey?

A Yes, I did.

MR. ROTH: We have no objection to this.

Does that original include the requisition sheet in the back which says 1000 sign holders?

THE WITNESS: Yes, sir.

THE COURT: Okay.

MS. REICE: I move the admission of Government's Exhibit 45.

(Government's Exhibit 45 was received in evidence.)

xx THE COURT: As I understand this, The News purchased 1000 sign holders and made them available to Union News so they could put posters up?

MR. ROTH: I don't know if he testified that that 1000 was made available to Union News.

THE COURT: Did you make those available to Union News?

THE WITNESS: Yes, I did.

Q Mr. Carey, how many Union newsstands were involved in this promotional program, as best you can recall?

A I really can't tell you. I would guess probably 1000, plus or minus. I would guess if we ordered 1000, there were probably 1000 stands involved or maybe less.

MR. ROTH: We just had admitted in evidence this list and all we have to do is add it up.

THE COURT: I suppose there is a question of whether each stand had only one holder.

Q Mr. Carey, I direct your attention to page 2, Exhibit 45, and the box on the requisition form which says where and for what purpose to be used and I ask you if that refreshes your recollection as to the use of the 1000 signs that you ordered?

MR. ROTH: May we see what the witness is looking at?

MS. REICE: Certainly.

Q Does that refresh your recollection as to whether the entire 1000 signs were to be used for Union news-

stands?

THE COURT: Are you tal king about signs or holders?

MS. REICE: Holders.

THE WITNESS: They were intended for Union newsstands.

Q Mr. Carey, Government's Exhibit 44 which was your memorandum to Mr. Rohrbach reporting the agreement with respect to the payment of $500 a week to the Union News Company indicated that payments would be retroactive to June 1, 1964.

Do you recall if the payments, in fact, commenced at that time?

THE COURT: As of that time.

MS. REICE: Yes, as of that time.

A I believe they did.

Q Mr. Carey, did there come a time when the Daily News informed the Union News Company that it intended to terminate the payment of a promotional allowance?

A Yes.

Q Did the Daily News inform the Union News Company of that intention in writing?

A I don't recall if it was in writing.

Q I show you Government's Exhibit 52 for identi-

fication and ask you if that refreshes your recollection?

A Yes.

MR. ROTH: I have no objection to that.

MS. REICE: It's a letter from J. J. Lynch of the News Syndicate Company, Inc. to the Union News Company to the attention of Mr. William McCollough.

(Government's Exhibit 52 was received in evidence.)

xx Q Who was J. J. Lynch?

A At that time Mr. Lynch was our controller or our vice-president and treasurer, I am not sure. I think he was the vice-president and treasurer. He was the chief financial officer at The News. He is not at The News today. He is with the Tribune Company, the parent company.

Q Do you recall the circumstances which led to the termination of payments to the Union News Company by the Daily News?

A No, I don't.

Q Did the Union News Company render bills or invoices to the Union News Company for the services which it rendered?

A Yes.

Q Did you have any particular responsibility with

respect to payments to the Union News for promotional services?

A Yes, in Mr. Feldman's absence I was called upon to approve the invoices.

Q Mr. Carey, I show you Government's Exhibit 50 for identification and ask you if you can identify that?

A Yes.

Q Would you tell us what that is?

A These are invoices from the Union News to the Daily News covering advertising services at $500 a week.

MS. REICE: I move the admission of Government's Exhibit 50 for identification.

MR. ROTH: We have no objection subject to connection. I want the beginning and the ending dates. I want them included in the record.

MS. REICE: These are invoices from January 15, 1968 really going back until December 26, 1967.

THE COURT: What is that again?

MS. REICE: I may be mistaken, your Honor.

THE COURT: That is like the contract the fellow wrote on January 1, 1968 and terminated on January 1, 1967.

MS. REICE: I believe they are from December 31, 1967 until March 2, 1969.

THE COURT: All right.

Q Mr. Carey, I direct your attention to the invoice dated September 16, 1968 for for the week ending September 22, 1968 through the invoice dated February 24, 1969 and ask you if there is anything which distinguishes these invoices from the others?

A Well, the earlier invoices were for $500 a week. These invoices and rhe dates you mentioned were sent to The News in the amount of $800.

Q When you received these invoices for $600 a week what action did you take?

A I scratched out the $600, wrote in $500 and initialed it, sent it on to be paid.

Q One more question with respect to these invoices.

How are the services for which they have been rendered denominated on the invoice? How were the services referred to on the invoice?

A As advertising services.

(Government's Exhibit 50 was received in evidence.)

Q Mr. Carey, between the payments whi ch were made effective as of June 1, 1964 and the termination of the payments to the Union News Company, was there any

period when payments of $500 a week were not made by the Daily News to the Union News Company?

A Yes, it was the period of the 114-day strike, the newspaper strike which began, I believe, in November of 1962 and ran through, I think, March of '63.

Q Mr. Carey, I asked you about payments which commenced as of June 1, 1964 and which continued until 1969.

Do you recall in that period if there were any times that the Daily News Company did not pay $500 a week to the Union News Company for promotional services?

A I don't recall that there was any interruption.

Q Mr. Carey, I show you Government's Exhibit 49 for identification and ask you if that refreshes your recollection?

A Yes, it does refresh my recollection.

MR. ROTH: What is that refreshes his recollection?

THE COURT: Whether there were any interruptions.

MR. ROTH: What are you showing him?

THE COURT: Now that your recollection is refreshed, were there any interruptions?

THE WITNESS: This was the only one, your Honor.

It is a strike period, a period of September 17 through October 10.

THE COURT: What year?

THE WITNESS: 1965.

Q Mr. Carey, did the Daily News offer a proportionately equal promotional program --

THE COURT: I will sustain the objection to the question just the way it starts.

Did you have any other allowances to either retailers of yours or wholesalers of The News for advertising purposes?

THE WITNESS: No, your Honor.

THE COURT: You had no others?

THE WITNESS: No.

27 Q MR. Carey, did the Union News Company ever advise you that it could not receive a promotion allowance from you unless the Daily News offered such allowances to all competitors of The News on a proportionately equal basis?

THE COURT: Too bad you weren't at that lunch. Did anybody ever tell you that?

THE WITNESS: No, your Honor.

Q Mr. Carey, I show you Goverhment's Exhibit 31(3) for identification and ask you if you recall at any time

between 1964 and 1969 receiving this letter?

A I never have seen this. I never saw this letter.

Q I understand that. I misspoke. It's Exhibit 61 and not 31.

Mr. Carey, in your capacity as circulation operations manager for the Daily News, did you have occasion to meet with other circulation managers from other major New York City newspapers?

THE COURT: Don't tell him. Ask him.

Do you meet other circulation managers?

THE WITNESS: Yes, your Honor.

Q At any of those meetings, Mr. Carey, did you ever discuss the payment of rebates or promotional allowances by the newspapers to the Union News?

MR. ROTH: Objection.

THE COURT: I sustain the objection to the form of the question.

When you get there do you talk about advertising allowances when you meet with these other people?

THE WITNESS: We talked about most everything that comes up. I don't recall that we discussed this specific at any time.

THE COURT: You don't have any recollection

that you discussed advertising allowances to retailers?

THE WITNESS: No, your Honor.

MS. REICE: Thank you, Mr. Carey.

MR. ROTH: May we have marked for identification this copy of a letter dated October 24, 1962.

(Defendant's Exhibit D was marked for identification.)

xx CROSS EXAMINATION

BY MR. ROTH:

Q I believe that you testified that you didn't see, Mr. Carey, this letter of October 24, 1962?

A That is correct.

Q This is 1962 and this is 1973. Are you sure you never saw this letter?

A Well, I can't say that I am absolutely certain but the chances are --

Q I asked you whether you are sure. You said you can't be sure.

A Right.

Q Who would receive this letter?

A A letter such as this, I would judge, would be sent to our general manager.

Q Who was the general manager then?

A I believe our general manager at that time was

a gentleman by the name of George Donnelly.

Q What was Mr. Welkowitz' position at that time?

A Pardon?

Q What was Mr. Welkowitz' position at the time?

A Circulation manager at that time.

Q At that time what was your job?

A I am not sure what my job was. I am not sure whether I was in the circulation department then.

Q You just testified to letters in connection with these matters. You just testified and identified letters in 1964, documents in connection with these matters, the circulation matters, didn't you?

A Yes, sir.

Q But you don't recall what your job was?

A I am not sure whether I was in the circulation department in 1962. That can be checked out carefully.

Q How about 1964?

A Yes, sir, I was in the circulation department at that time.

Q Referring to this memorandum in which you describe the requisition of the sign holders, I notice that it says 1000 sign holders at $1.18 each, $1180.

You said you didn't know how many newsstands there were. Could you make a guess now as to how many

newsstands there were?

A I would judge 1000 more or less.

Q Would it surprise you if it turns out to be three to four hundred that involved The News?

THE COURT: I don't understand your question, three or four hundred that sell The News?

MR. ROTH: Yes.

Q Would it surprise you that there are less than 500 altogether?

A I wouldn't be surprised.

Q So that 1000, that was a wild guess?

THE COURT: I don't know about that. I brought it up. I can take notice of that.

Q Isn't it a fact that you bought these 1000 because it was so cheap that you might as well buy 1000?

A I don't think so. I don't recall that that was the purpose of buying 1000 at all.

Q Would you say that you didn't distribute this thousand to anybody else but the Union News?

A I can safely say that we did not.

Q No one else had any sign holders?

A That is correct.

Q You are sure of that?

A Reasonably sure.

Q Reasonably sure?

A Yes, sir.

Q What was Mr. Underwood's position at that time, say, 1963, '64, '65?

A Mr. Underwood in 1963 was not at The News, sir.

Q when did he get there?

A I believe it was October 1964.

MR. ROTH: I want to have documents marked for identification. I am putting them in order.

Q In 1960 what was your connection with The News?

A I believe at that time I was an assistant in the business office of The News.

Q Did you work with Mr. Donnelly?

A Yes, I did.

Q Did you work with Mr. Welkowitz as well?

A I did not work directly under him but I worked with him.

MR. ROTH: May I have these four letters marked for identification.

THE COURT: Make them one exhibit.

(Defendant's Exhibit E was marked for identification.

xx Q I ask you to look at Defendant's Exhibit E for identification and tell us whether these letters would

refresh your recollection as to the matters discussed in them? Or, in the alternative, whether you recall or believe you saw those letters or the originals as they were received?

THE COURT: Have you ever seen those letters before?

THE WITNESS: No.

THE COURT: Do they refresh your recollection in any way?

THE WITNESS: No. I was not involved in any of thes transactions and I had nothing to do with them.

THE COURT: All right.

Q Mr. Carey, would you describe the method by which The News was paid by both the Union News or similar operators and independent operators, or newsstands.

How was The News paid?

A The Union News, we were paid by what is called pink tickets. It's a form that the Union News has that it gives to its dealers. The dealers fill in the quantity of papers that are delivered, the issue date, and that is given to a News routeman who in turn turns it into the office and that is used for billing purposes in the case of the Union News.

In the case of independent dealers, we have a

COD collection on what is known as our bulldog edition, that is the nightly edition when we get paid when the paper is delivered in cash and with our morning we have a weekly billing system.

Bills are prepared and delivered to the dealers by the routemen and collected in cash or in check, money order.

Q So that with the exception of the Union News everybody else pays in cash, is that right, either at the end of the week or on the bulldog edition right on the spot?

A Isn't a fact that the Daily News has run into a difficult situation in connection with those cash collections through the drivers and the routemen?

MS. REICE: Objection.

THE COURT: Sustained.

Q Haven't there been large scale thefts?

THE COURT: That doesn't make any difference. I sustained the objection.

MR. ROTH: We are talking about pink tickets.

THE COURT: I understand the pink ticket is used for a form of billing.

MR. ROTH: I am trying to show that this is a superior way, a thing that was of benefit to the publishers

as compared to the necessity --

THE COURT: I sustained the objection to that.

MR. ROTH: As a matter of fact --

THE COURT: I sustained the objection.

MR. ROTH: Can I bring out one further instant --

THE COURT: I am not interested in the thefts that are made.

MR. ROTH: The News itself reports a million and a half thefts, 33 arrests, isn't that part of this case?

THE COURT: No.

Q Was The News distributing any placards to anyone else in 1963 or '64?

A I would say yes.

Q Had they been distributing them before?

A Yes.

Q Who do they go to generally?

A Generally they would go to our dealer outlets, sir.

Q Would you also distribute card holders?

A No, sir.

28 Q They usually were tacked up, weren't they?

A Yes, sir.

Q How many times did you distribute advertising placards to the Union News? That is, after the beginning of this arrangement.

A I don't know exactly how many times but I would say there must have been quite a few timesi

Q Do you have any records of distributing that?

A No, we do not.

Q Do you have any single record of distribution of placards to Union News?

A No, sir.

Q And you know that the placards weren't always put up at Union newsstands, don't you?

A Do I know that the placards were not always put up?

THE COURT: I think you said do you know that they always were put up.

Q Do you know that they always were put up?

A I do not know that they were always put up.

Q Do you know that there were many instances when they were not put up?

A I do not know that there were many instances. I would say there may have been occasional instances but I wouldn't classify it as many or numerous.

Q You wouldn't classify it as numerous.

What was the price of the Daily News in 1963?

A The retail price to the dealer?

Q Yes.

A To the purchaser?

Q Yes.

A In 1963?

Q Yes.

A I honestly don't recall. I would judge it must have been about five cents daily and ten cents on Sunday although I am not sure.

Q Outside of the city what was the price?

A Five cents.

Q The same price?

A I am not sure. This can be checked out easily.

THE COURT: You don't recall?

THE WITNESS: No, sir.

Q We are talking about your recollection. What about '64, any time between '64 and '69?

A In '64 I believe we raised the price of the Sunday paper. I am not sure if it was '63 or '64. I guess it was '63 that we went up on the price of the Sunday paper.

Q I am talking about any differential of prices

outside the city and the metropolitan area. Let's say out in San Francisco or anywhere else.

A The city and suburban paper I am quite sure was the same cover price. Outside of the city, what we call our country area which is 50 miles outside the radius of New York City, I believe our Sunday News was 15 cents.

THE COURT: As compared to ten in the city?

THE WITNESS: Yes.

Q That price was the price that you maintained all over the country outside of the 50-mile radius from the city?

A Yes.

Q And the Union News maintained that price in all its various stands throughout the country, isn't that correct?

A I am not sure that is correct.

THE COURT: Do you know? Do you know what the Union News did in other parts of the country with your paper?

THE WITNESS: No, I do not.

Q Would you have any information that they were cutting or raising the price above the cover price at any time?

A What period is this, sir?

Q 1964 through '69?

A Not that I recall specifically.

Q It was the policy of The News to try to maintain cover prices outside the city, isn't that right?

A Yes,sir.

Q When was the first actual shipment of the placards?

A For the Union News Company?

Q Yes.

A I don't know precisely. I would judge that it must have been some time in the summer following the agreement, I guess in 1964.

Q I believe you testified that the first invoice, the $500 a week was paid retroactive for several months. How far back was it made?

A As I recall that letter was dated in September and the payments were to be retroactive to June 1 of that same year.

MR. ROTH: May we have that bill?

MS. REICE: We don't have that bill.

MR. ROTH: You just had papers showing the statement there.

MS. REICE: We have a letter to Mr. Rohrbach describing the agreement. We do not have the invoice

from 1964.

Q This Government's Exhibit 44 is dated September 22, 1964. It says:

"We have reached an agreement with the Union News Company which provides for the Union News to furnish certain promotion and other similar type services to The News", at September 22, 1964, right?

A Yes, sir.

Q Presumably the arrangement dated from that time on, isn't that right?

THE COURT: I have heard something that the payments would be retroactive to June 1, 1964, is that correct?

THE WITNESS: Yes.

MR. ROTH: I am trying to show they are retroactive at a time when the placards weren't up and that is the point I am making.

THE COURT: Do you know when the placards were posted?

THE WITNESS: No.

Q You wouldn't assume they were up before September 1964, would you?

A No.

Q And lots of old documents are available here but the first bill is not available.

THE COURT: What you are saying is they were getting retroactive payment for services they were not rendering, is that it?

MR. ROTH: Yes.

That is all.

THE COURT: Any other question?

MS. REICE: No redirect.

THE COURT: Thank you, you are excused.

(Witness excused.

THE COURT: We will take our morning recess.

(Recess.)

MS. REICE: Your Honor, the Government calls Andrew L. Hughes.

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A N D R E W L. H U G H E S , called as a witness by the Government, being first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MS. REICE:

Q Mr. Hughes, are you an attorney?

A Yes, I am.

Q By whom are you employed?

A The firm of Townley, Updike, Carter & Rodgers. I am a partner in that firm.

Q Mr. Hughes, is the firm of Townley, Updike, Carter & Rodgers counsel to the New York News?

A Yes, it is. It has been since I believe 1934.

Q Mr. Hughes, are you familiar with the subpoena that was served on the Daily News by the Federal Trade Commission in 1969 in the matter of the American News Company?

A Yes, I am.

Q Mr. Hughes, in response to that subpoena did you cause a search to be made of the files of the Daily News for invoices received from the Union News Company similar to those which were marked as Government's Exhibit 50 this morning?

A I believe so. We did search for invoices.

We found a number of invoices which we presented to the Federal Trade Commission at that time.

Q Did you locate the invoices from the years 1964, 1965, '66 and the other invoices which predate those which have been marked here as Government's Exhibit 50?

A I don't recall the exact date. However, the earlier invoices, the first invoices we determined were in a warehouse and we advised the Federal Trade Commission at that time that they were in the warehouse and we did not produce them.

Q Mr. Hughes, do you recall receiving a letter from Whitney North Seymour, Jr., United States Attorney for the Southern District of New York, signed by Mr. Gerald Rosenberg in 1962 in which Mr. Rosenberg --

THE COURT: When?

MS. REICE: Excuse me, 1972, your Honor.

THE COURT: All right.

Q In which Mr. Rosenberg inquired as to whether there was in the files of the Daily News a letter corresponding to Exhibit D for identification?

A Yes, I recall that letter and that request, and the enclosure.

Q And did you cause a search to be made of the files of the Daily News Company in an effort to locate that

letter?

A Yes, I did.

Q Could you briefly describe the search which you caused to be made?

A We checked the files in the law office which I had access to and in those days we did get, on occasion, copies of letters relating to The News relationship with its customers. I looked through all those files.

I looked through or rather I requested that the circulation department look through the various possible files where it would be located. I also requested that the business office look through files where such a letter might be located and we did not find a copy of the letter.

I believe that I responded to Mr. Rosenberg and told him that in view of the fact that this was a form letter it would be difficult for us to ascertain precisely which file it may have been located in, that we searched all of the places that seemed to us would have contained such a letter and did not find it.

MS. REICE Thank you.

I have no further questions of this witness.

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CROSS EXAMINATION

BY MR. ROTH:

Q In your search that you caused to be made are you certain that a letter such as this would have shown up?

A No. As I stated it was a form letter. It's a letter that may not have even been filed. All I know is that I asked the files be searched. I sent a copy of it down, and the report back to me, and the result of my own personal search was that I did not locate a copy of that letter in any of the files.

Q Isn't it true that some years after -- not some years, quite some time after the search that you made I requested that a search be made for possibly other letters, something of that sort?

A There was an occasion when you requested me to look in our files for certain letters and I did so and found certain letters.

THE COURT: It doesn't seem to me that being lawyers for a newspaper isn't much fun at all.

THE WITNESS: There are some aspects that aren't much fun at all.

THE COURT: I would think not.

Q The letters that you found were these, were they not?

A These letters I found not in The News files but rather in the law office files. One of them is check marked Howard Carter who was the senior partner at that time for whom I worked.

Another one is check marked as a copy of George Townley who is another one of the senior partners in the firm in 1960.

THE COURT: That is Exhibit E?

MR. ROTH: I might offer that in evidence, your Honor.

MS. REICE: No objection, your Honor.

THE COURT: It will be erceived.

(Defendant's Exhibit E was received in evidence.)

xx

Q May I read parts of the letter to you.

This letter is dated January 19, 1960 from Morris Strassman, vice-president of the Union News Company, to G. E. Donnelly, business manager of The News.

On January 15, 1960 our company entered into a new labor contract agreement with Local 906 and District 65 representing our sales help and newsstands. We have just analyzed the final cost to our organization and we are told by our auditing staff that reduced two units of sales of our committees, namely newspapers, this additional

cost will approximate 50 cents per hundred for dailes, et cetera.

MS. REICE: I would like to note for the record that this line of reading or questioning is far beyond the scope of the direct examination.

THE COURT: I agree with that. I am not sure it's far beyond the scope in the issues of this case but go ahead and read it.

MR. ROTH: Price maintenance is an issue certainly in mitigation. I should be allowed to make the point that some of the evidence here --

THE COURT: Why don't you go ahead and if you have something more you want to read, go ahead and read it.

Q Then January 21, 1960 from William Welkowitz to the Union News, attention to Morris Strassman.

Your letter of January 19, 1960 addressed to Mr. C. W. Donnelly, business manager of The News, has been referred to me. In our judgment your proposed action will cause serious damage to The News. We are therefore deciding that if and when you make effective a charge above the retail, such an action will force us to adopt other arrangements for making the Daily News and Sunday News available to the public at established prices.

Very truly yours, William Welkowitz and there is a letter from the Union News Company dated February 11, 1960 from Mr. Strassman to Mr. Donnelly.

Dear Mr. Donnelly, on January 19, 1960 we informed you that from February 15, 1960 our company would be forced to increase the price of newspapers one cent on dailies and two cents on Sunday paperfs. Mr. Marvin Burger of the New York Post has requested our firm to postpone the date of increase from February 15, 1960 to March 1, 1960. Because of our long association with The Post we have adhered to Mr. Burger's request. Out of fairness to other publishers we, therefore, will postpone the date of increase for all papers from February 15 to March 1.

Then a letter from Mr. Welkowitz to Union News Company attention Mr. Strassman, dated February 16, 1960.

In your letter of February 11 addressed to Mr. G. E. Donnelly, business manager of The News, you mentioned a postponement of an arbitrary charge above our established retail price from February 15 until March 1. You state that this has been deferred as a result of a discussion you had with a representative of the New York Post. We have no knowledge of or interest in arrangements which you may have made with any other papers.

If and when you may effective a charge above retail price we will be forced to adopt -- by the way, I suppose that is legal counsel of this correspondence because of the character of the matters mentioned, isn't that correct?

A I would assume so.

MR. ROSS: That is all.

THE COURT: Any other questions?

MS. REICE: I have no questionsi

THE COURT: You are excused.

(Witness excused.)

MS. REICE: The Government calls Mr. Jack Underwood.

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JACK UNDERWOOD, called as a witness by the Government, being first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MS. REICE:

Q Are you appearing here voluntarily, Mr. Underwood, or by subpoena?

A By subpoena.

Q By whom are you employed?

A The New York Daily News.

Q How long have you been an employee of the New York Daily News?

A Since October 24, 1964.

Q Mr. Underwood, what is your present position at the Daily News?

A Presently I am vice-president and director of sales.

Q For how long have you held the position of director of sales?

A I guess for about a month.

Q Congratulations.

A Thank you.

Q What was your position at the Daily News before you became director or sales?

A I was director of circulation.

Q For how long had you held that position?

A That title, since probably 1969 and prior to that I was circulation manager.

Q Did you commence your employment at the Daily News in the position of circulation manager?

A Correct.

Q Who was your predecessor in that position at the Daily News?

A Dudley Feldman.

Q Is Mr. Feldman alive today?

A Dudley Feldman is dead.

Q When did Mr. Feldman die?

A Approximately one week before I became employed with The News.

30 Q Could you describe your duties as circulation manager of the New York Daily News?

A Basically my duties involved the distribution and sales of our daily and Sunday paper.

Q Could you describe the methods of distribution utilized by the Daily News?

A We deliver in what we refer to as a direct area by our own trucks. The direct area includes the five boroughs of Manhattan and plus some parts --

THE COURT: You mean New York.

THE WITNESS: Yes, the five boroughs of New York plus parts of New Jersey. Then we go through wholesalers in the suburban areas and in the country areas where we deliver to them and they redeliver to the retail outlets. We distribute, actually we deliver by bus, train and by air to the locations throughout the countryi

THE COURT: When you say deliver to locations throughout the country, are those dealers or wholesalers?

THE WITNESS: Basically wholesalers, mailings directly sometimes.

We deliver to the home, home delivery. Basically those are the systems we use.

Q During your tenure as the circulation manager of the Daily News and through 1969 were some of the customers of the Daily News owners of multi-outlet retail stands?

A That is correct.

Q Could you recall who some of those customers were?

A Union News, Garfield and Eastern.

Q Mr. Underwood, did there come a time after you commenced your employment with the Daily News that you learned that the Daily News was paying a promotional

allowance to the Union News Company?

A That is correct.

Q Do you recall when you learned about that payment of a promotional allowance to the Union News Company?

A My recollection is some time early in 1965.

THE COURT: The way you are tossing this around, this word "promotion allowance", what is that?

THE WITNESS: We were paying $500 to Union News per week for their agreement to promote the sale of our newspapers by displaying news placards, single pocket sales racks and what we call newspaper bundle hang, little things that you insert in a bundle that hangs down that has a message on it.

THE COURT: It hangs down on the outside, is that correct?

THE WITNESS: Correct.

Q Do you recall the circumstances under which you learned about this promotional allowance?

A I am a little vague on this but I believe that Mr. Carey --

MR. ROTH: This is sort of a hearsay situation.

THE COURT: I will hear his answer.

Q I am trying to put it into context.

A Mr. Carey had responsibility for approving the

payment and one of these bills came to my attention. I asked Mr. Carey what it was and he explained to me what it was. That is how I learned of it.

Q Do you recall what your response to Mr. Carey was after he described this promotional allowance to you?

A Yes. Recognizing that we were paying a fee for services I wanted to be certain we were getting our money's worth so I instructed Mr. Carey or Mr. Lewander, one of the two, I am not sure, to make certain that the newsstands were checked and verify the fact that Union News was indeed providing us with those services.

Q Are you aware of andy of the steps which were taken pursuant to your direction to insure that the Daily News was getting its money's woth for its $500 a week --

THE COURT: Never mind the money's worth. Tell us.

You said you made these instructions.

THE WITNESS: Instructions were then given in turn to our sales division manager, Sid Kornish. He in turn contacted the Union News people and we made periodic checks of the stands.

THE COURT: How did you do that? Do you have a team that does that?

THE WITNESS: We have sales reps. that check

the newsstands every day and determine how the sale is going. They would check the Union News locations. Any time we found that a newsstand was not displaying the promotional placards our sales development manager, Sidney Kornish, would make contact with the Union News and try to have it corrected.

Q Mr. Underwood, did the Daily News only distribute promotional placards --

THE COURT: He is your witness and I will sustain the objection to that question.

You say you distributed these placards to the Union News?

THE WITNESS: Correct.

THE COURT: Did you distribute them to anybody else?

THE WITNESS: Yes.

THE COURT: Who else did you distribute them to?

THE WITNESS: We distributed to any newsstand that we felt would give us the opportunity to increase our sales by displaying these materials.

Q With respect to these other newsstands to whom you distributed placards, did they pay you to put up those placards?

A Did they pay us?

Q Did you pay them to put up the placards?

A No, we did not.

Q Did you give them any other form of consideration to put up the Daily News placards at their stands?

A No, we did not.

Q Did there come a time when the Daily News ceased to pay this promotional allowance to the Union News Company?

A Yes.

Q Do you recall when that was?

A Yes, it was in March of 1969.

Q When did the daily News cease to pay the promotional --

THE COURT: How did you happen to stop?

THE WITNESS: On advice of counsel.

Q When the Daily News stopped paying this promotional allowance to the Union News Company did the Union News Company react in any way or take any action?

A They became a little more delinquent on their payment of bills.

Q Mr. Underwood, did the Daily News offer a promotional allowance to any other retailer, retail purchaser of the Daily News?

A Not to my knowledge.

Q Did the Union News Company ever advise you that it could not receive a promotional allowance --

THE COURT: I will sustain the objection to that question. I don't quite see why the Union News would advise them.

Did the Union News talk about giving allowances to other customers?

THE WITNESS: Not to me.

Q Mr. Underwood, as circulation manager of the Daily News did you have occasions to meet with circulation managers of other major New York City newspapers?

A Yes, I did.

Q At any of those meetings did you discuss the subject of rebates?

THE COURT: Take promotion allowances.

Q Promotion allowances to customers of your papers?

A No, we did not discuss promotional allowances to customers of the papers, no.

Q Did you discuss, at any of those meetings, the price at which you would sell your paper to the public?

A No.

MS. REICE: I have no further questions of this witness, your Honor.

CROSS EXAMINATION

BY MR. ROTH:

Q Mr. underwood, isn't it a fact that this allowance, this plan for placards, was primarily a scheme to provice additional compensation to the Union News?

A I was not --

Q Primarily that was it?

A This was a scheme?

Q To provide additional compensation to the Uniion News.

MS. REICE: I don't know that the promotional allowance arrangement between the Daily News and the Union News Company went into effect before Mr. Underwood joined the Daily News.

THE COURT: I understand that. I will let him answer that you paid $500 to the Union News.

Did you understand what the purpose of that was, that is, the paying of the $500?

THE WITNESS: I don't understand you.

THE COURT: When you found out they were paying The News $500 a week, what did you think that was for?

THE WITNESS: Promotional activity.

THE COURT: Did you think it was promotional

activity?

THE WITNESS: After reviewing the case I must admit that there was a question in my mind whether it was paid for promotional activity or not.

THE COURT: For what other reasons would they have been paid?

THE WITNESS: As a device to lower the papers to the Union News.

Q That was your understanding?

THE COURT: He didn't say that.

A I said that after review it looked like that was what was happening.

Q It looked like that to you?

A Yes.

Q You came in when?

A 1964.

Q And the allowance was continued right through to the summer of 1969?

A Correct.

Q You didn't stop the allowance before 1969?

A No, I did not.

Q And you knew that the placards were not being displayed at various places, did you not?

A We knew they were not being displayed at

various places and we tried to have it corrected.

Q Whether it was corrected or not you continued the payment?

A That is correct.

Q The News had hundreds of stands all over the country, right?

THE COURT: He works for The News. You are talking about the Union News.

MR. ROTH: He knows.

A I had no idea how many Union newsstands were in existence or where they were precisely located.

Q I didn't say precisely. I meant spread around the country.

A Union News had stands all over the country.

Q Would you say that the Union News as an operation was unique in the industry?

A I would say by its very size it could be unique.

Q Was it unique in the fact that its actual situation, its methods of operation as compared generally to others in the newsstand business?

A Yes, it was.

Q Did the Union News Company maintain the cover prices in out of town locations?

A I don't know.

THE COURT: If you know.

A I don't know.

Q Did you ever have any reports that they weren't?

A I can't recall of any.

Q You never heard of any?

A Yes, I do recall one instance.

Q When was that?

A I can't recall the date. I just remember that I got a complaint on it.

Q What happened?

A I think I had a conversation with either Bill McCollough or Henry Garfinkle that there was -- the price was not being maintained. And it was corrected.

MR. ROTH: That is all for this witness.

MS. REICE: No questions.

THE COURT: You are excused.

(Witness excused.)

MR. ROSENBERG: The Government's next witness is Roy Newborn who is not in court. Mr. Newborn lives in Altoona, Pennsylvania and his deposition was taken and the Government proposes to introduce in evidence at this time the transcript executed by Mr. Newborn of his deposition taken on June 7, 1973 and we would indicate

to the Court the pages and lines which we feel are pertinent.

MR. ROTH: I object to that.

THE COURT: Were you present when the deposition was taken?

MR. ROTH: I was present.

THE COURT: Altoona is 100 miles away.

MR. ROTH: I don't object to that. I feel the deposition should be read into the record subject to objection as it's read.

THE COURT: That is such a waste of time really. Why are we wasting all this time on a thing like that? We can go on for days and I don't see much point in it. I will, on the same basis I did before, ask you to indicate in the margin the parts you want me to read. I will give you the same opportunity and you can highlight your objections and I will consider them. I have to read it to determine whether the objections are well founded.

MR. ROTH: There is another deposition here, the deposition of Mr. Reynolds who is dead.

It's a much lengthier deposition and it lays the groundwork, I thought, for the case in a major part. I thought it would have been saving time because we could

have picked things out and it would have been decided on the spot.

THE COURT: I will receive Mr. Newborn's deposition under this basis.

Do you want to mark it?

MR. ROSENBERG: I would prefer to read into the record the pages and lines.

MR. ROTH: What is that you are going to do, read the pages of the number of pages?

MR. ROSENBERG: The number of the pages and the lines which the Government is submitting to the Court.

THE COURT: No, don't do that. That is just wasting more time. Just mark it with a pencil and you decide which color pencil you are going to have and mark it in the margin and put the deposition in and I will read what you mark.

Do you have any exhibits to go in with it?

MR. ROSENBERG: There is one exhibit and I should also bring to the Court's attention that there are a series of typographical errors in the transcript.

THE COURT: You fellows correct those. Why do I have to worry about those?

MR. ROTH: They are only typos anyway.

MR. ROSENBERG: I prepared a stipulation out-

lining the corrections. I would ask that the stipulation either be executed or some explanation be given as to why it's not.

THE COURT: We are wasting time again. I don't know if he has had a chance to check the typos.

MR. ROTH: All he has to do is give us the deposition.

MR. HALPERN: May I suggest that if he will mark up the deposition, as your suggested, give it to us and we will mark our sections and then we will note any objections that we have and give it to your Honor together with the deposition.

THE COURT: Fair enough.

While he is doing that let him correct the typos he thinks need to be corrected and you correct what you want.

The only proble I see is that there is an exhibit to the deposition.

Is that right?

MR. ROSENBERG: It was identified at the taking of the deposition but we do not propose to introduce it at this time.

THE COURT: All right. You are not offering it. That is without prejudice to the defendant offering

it, if he wants.

MR. ROSENBERG: Shallwe take a short recess and review the transcript?

THE COURT: Where are you going from here? I think we covered the Newborn deposition. Where do we go from here?

MR. ROSENBERG: The next matter is the first matter at trial which was the transcript of the testimony of Patrick Reynolds before the Federal Trade Commission. You deferred a ruling on that.

THE COURT: I didn't know it was the testimony before the Federal Trade Commission. I thought it was a deposition.

MR. ROSENBERG: Pursuant to an agreement in the pretrial order it's to be treated as a deposition. We offer to introduce it in toto for your consideration.

THE COURT: I would like to do the same thing we are doing with this one.

MR. ROTH: There we have complications because there are a lot of exhibits. Almost all of them have been somehow gotten into the case.

THE COURT: Let's not put them in twice.

MR. ROTH: I want to avoid that.

MR. HALPERN: Since I am going to have the job

of speaking out on these various depositions I would like to point out to the Court that it's not going to be an easy thing that we can do right here at the table.

THE COURT: I am sure you can't.

MR. HALPERN: I think that if Mr. Rosenberg does his work I will do my homework.

THE COURT: I think that is fair. Let the Government mark what they want and give it to you and you mark what you want and then on the deposition or on the exhibits, if there are any exhibits going to be offered, I would like to see if you agree on the offer or if you disagree I will rule whether they are admissible.

MR. HALPERN: It would be easier if we offer you written comments because it will require comments on this very testimony that we be permitted, as a supplement, our comments on the testimony as we go along, what we are allowing, why, what we are objecting to and why.

THE COURT: What are these objections, hearsay?

MR. HALPERN: I don't know whether there are any or not.

MR. ROTH: There are some. In the case of Reynolds the large part of it is hearsay. He is just repeating from the documents. But I do think that there should be very little trouble with them when we get down

to it.

THE COURT: When there is no jury, you know, gentlemen, I am inaffected whether you like it or not in passing on the objections. Don't make any of these things unless you have to.

MR. ROTH: I don't think we will.

THE COURT: Let's do that.

How long will it take you gentlemen to do that?

MR.ROSENBERG: The Newborn deposition runs to about 90 pages. We have indicated what we want to put in.

THE COURT: Why don't you give that right to Mr. Halpern right now then. I suggest you mark as an exhibit.

Would you mark it as a Government exhibit so we know which one it is.

MR. ROSENBERG: This would be Government's 63 for identification.

(Government's Exhibit 63 was marked for identification.)

THE COURT: Was the Reynolds one marked?

MR. ROSENBERG: No, it has not been marked.

THE COURT: Would you mark that one also so we know what we are talking about.

MR. ROSENBERG: Government's Exhibit 64 for identification.

As I indicated in the close of the trial yesterday the examination of the witnesses has appeared to be proceeding more quickly than we anticipated. We are calling very busy newspaper executives and we have given them times in advance.

Our next scheduled witness is for 10 o'clock tomorrow.

THE COURT: You think the newspaper executives are busier than Federal Court judges?

MR. ROSENBERG: No, I do not.

THE COURT: Is The Post the next one?

MR. ROSENBERG: Yes.

THE COURT: How long?

MR. ROSENBERG: Direct examination should be one and a half hours and in the afternoon we called at two o'clock a Wall Street Journal witness with direct examination of approximately one hour.

THE COURT: All right. That will give you a chance to do your homework on these depositions.

MR. ROTH: Are we safe in assuming that our case will begin on Thursday morning and not sooner?

MR. ROSENBERG: That is correct.

THE COURT: It sounds that way.

I think I told you gentlemen that I have to go to Denver, Colorado, on Thursday and I would like to speed this thing up.

You can't get any of these fellows this afternoon?

MR. ROSENBERG: No, your Honor.

THE COURT: Can't you get them all in in the morning? This seems great from the point of view of the newspapers but rather hard on the Federal Court, these plans that you made.

Can't you try to get them all in here and get it over with?

MR. ROSENBERG: I will make calls this afternoon and see if the witnesses can adjust their schedules.

THE COURT: I have a lot of other things to do too.

We will proceed on that basis and I would like to finish the Government's case as early as possible tomorrow and then perhaps I could proceed with at least part of the defendant's case before I have to leave on Thursday at about noon.

MR. HALPERN: We will try to have our witness.

MR. ROTH: We will be able to move along.

THE COURT: I would like to see --

MR. HALPERN: Incidentally, your Honor, a considerable amount of our evidence will be also on the basis of depositions.

THE COURT: I am afraid so.

MR. HALPERN: Are we going to follow the same procedure?

THE COURT: Yes, you are going to follow the same procedure. Let me see counsel in the robing room for a minute.

(Robing room conference not reported.)

(Trial adjourned to Wednesday, July 11, 1973 at 10.00 o'clock a.m.)

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UNITED STATES OF AMERICA

vs. 70 Civ. 5770

ANCORP NATIONAL SERVICES.

New York, July 11, 1973;
10.00 o'clock a.m.

(Trial resumed.)

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MR. ROSENBERG: Pursuant to your direction yesterday afternoon, all counsel met in my office and we gave to defense counsel the two transcripts of depositions which we proposed to introduce in our direct case, Mr. Reynolds and Mr. Newborn. We indicated the pages we thought were relevant and the one exhibit we wished to introduce pursuant to one of the depositions.

Counsel for the defense has indicated that they will give back to us the list of pages which they would like to add to our pages and we would be able to submit them to the Court by Monday, I understand.

MR. ROTH: That is correct.

THE COURT: All right.

MR. ROSENBERG: The Government calls Byron Greenberg.

BYRON GREENBERG, called as a witness by the Government, being first duly sworn, testified as follows:

MR. ROSENBERG: Before the examination begins may I introduce Cameron Clark from the firm of Paul, Weiss, counsel for the New York Post.

THE COURT: Glad to see you.

DIRECT EXAMINATION

BY MR. ROSENBERG:

Q By whom are you employed?

A The New York Post Corporation.

Q Does the New York Post Corporation publish any newspapers in the City of New York?

A Yes, it does. It publishes the New York Post.

Q How long have you worked for The Post?

A 37 years.

Q Could you briefly indicate the positions you have held with The Post?

A My initial employment with The Post was in the circulation department. During a number of years there I held different positions, finally that of circulation director.

In 1963 I was named business manager and early

this year general manager.

Q Can you give us an idea of your responsibilities as circulation director?

A As circulation director I was responsible for the operations in the circulation department which included the distribution aspect of the newspaper. In that connection the circulation department supervised its delivery department which actually performed the distribution function.

Q Were your duties as circulation director different in any respect from your duties as business manager?

A Yes, they were.

Q Could you indicate those differences?

A My responsibilities as business manager encompassed a much larger area than that of circulation director.

As circulation director I was responsible merely for the operation of the circulation department and I reported either to the business manager or to the publisher.

MR. ROTH: Could we have the witness speak louder.

THE COURT: Keep your voice up.

A As business manager I had administrative

responsibility for all departments of the newspaper and policy responsibility for all departments except for editorial and advertising.

Q Did you continue to be familiar with the circulation side of The Post after becoming business manager?

A Yes.

Q Mr. Greenberg, focusing on the period 1963, 1964, were you then familiar with the method by which the New York Post was sold and distributed?

A Yes.

Q Could you give us an idea of how The Post was sold and distributed first in the metropolitan New York area?

A The New York Post was distributed in the metropolitan New York area in either of two methods, either through our own employees which we termed a direct delivery or through our wholesale agents.

Q Who were some of your wholesale agents in that period?

A Within the metropolitan New York area they included the Woodhaven News Company, the Brodsky News Company, the Boro Park News Company, Reilly Bros.

In the metropolitan area which would include,

in my judgment at least, the suburban area, we had Gainer, Long Island News Company, the Jersey Post News Company, the Newark News Dealer Supplies, Hackensack.

Q What areas is encompassed by the suburban area?

A The suburban area is that area outside of the geographical limits of New York City and for the purpose of the Bureau of Circulation that would also include certain parts of Hudson County to a point approximately 50 miles from New York City.

Q Do you know what your wholesalers within the metropolitan New York City area did with the papers and the period 1963-64 after they were delivered by The Post to them?

A The wholesalers in turn delivered the New York Post to news dealer accounts within their territory.

Q Do you know, sir, in the period 1963, 1964 whether the New York Post was sold at any multi-outlet retail stands in the metropolitan New York area?

A In what period?

Q 1963-1964.

A Yes, we were sold at Union News Company stands and I do believe the Garfield News Company stands also at that time and also, I believe, the Eastern newsstands had

some limited number of locations at that period.

Q Was the New York Post also sold at any independently owned newsstands?

A Most of our distribution was to independently owned newsstands.

THE COURT: Are you talking about direct distribution now or wholesalers or both?

THE WITNESS: Both.

Q Can you give us an idea of the approximate number of independent newsstands in the metropolitan New York area in 1963-64 where the Post was sold?

A I would say approximately four for five thousand.

Q Do you have any idea how many Union newsstands in 1963-64 carried the New York Post?

A 180.

Q Did you have occasion in 1969 to cause to be compiled a list of the Union newsstands at which the New York Post was then being sold?

A Yes, I do. And I did.

Q Let me show you what has been marked Government's Exhibit 1 for identification, consisting of an affidavit and several pages listing names and addresses and ask you if you can identify that?

A Yes, I recall this.

Q What is Government's Exhibit 1 for identification?

A It's a list of Union News Company outlets as of September 15, 1969 at which The Post was sold.

Q Who compiled that list, if you know?

A The list was compiled at my direction by our circulation department.

MR. ROSENBERG: The Government offers in evidence Exhibit 1.

MR. ROTH: You have this first page on?

MR. ROSENBERG: Yes.

Q Mr. Greenberg, can you identify what the covering sheet is on Government's Exhibit 1?

A It's a notarized statement.

Q Can you identify the signature that appears on that page?

A It's my signature and the notary --

MR. ROTH: I wasn't questioning the affidavit, just the contents, so he explains what he meant by it.

Q Would you read the statement that appears above your signature, please.

A Byron Greenberg being sworn says --

MR. ROTH: I don't object to that. I think we are wasting time.

THE COURT: Let me take a look at it.

MR. ROTH: He explains the schedule. Let him explain what the thing is.

THE COURT: What was the purpose of preparing this list, Mr. Greenberg?

THE WITNESS: My recollection is that it was to provide a list of the Union News Company outlets at which The Post was vended at that period of time.

THE COURT: Why did you want to do that? Did you do that with the other four or five thousand?

THE WITNESS: No, sir, I did not. I don't recall the exact reason why I called for it.

Q Mr. Greenberg, perhaps I can clear this up.

Did you ever see a subpoena duces tecum prepared by the Federal trade Commission?

A Yes.

Q Approximately when did you see that for the first time?

A I would say some time in 1969.

Q Let me show you Government's Exhibit 3 for identification and ask you if that is the FTC subpoena to which you just referred?

THE COURT: What I will do with this Exhibit 1 is leave it matked for identification and I take it you are

going to bring out testimony and further material with regard to what is on that first page and after that I will receive it.

A Yes, I recall this.

MR. ROSENBERG: The Government offers Exhibit 3 in evidence.

THE COURT: Is that the subpoena duces tecum?

MR. ROSENBERG: Yes.

THE COURT: I don't think we need that.

You say you prepared the list in response to this subpoena from the Federal Trade Commission?

THE WITNESS: Yes, sir. The subpoena called for certain material.

THE COURT: This was your response?

THE WITNESS: Correct.

THE COURT: Okay.

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Q Mr. Greenberg, calling your attention to the list that appears in Government's Exhibit 1, can you state how many Union newsstands in 1969 within the five boroughs of New York carried the New York Post?

A It would appear by process of elimination tht 140 in New York City carried The Post since there were a total of 180 and 40 of them are located outside the New York City area.

Q Would those numbers hold true for the period 1964 to 1969?

A I would say there undoubtedly was some change.

Q What was the nature of the change?

A I would say probably a decline in the number of outlets that existed in 1969 compared to 1964.

THE COURT: Both in the city and out of the city?

THE WITNESS: Yes, sir.

Q Were you familiar, sir, with the method by which the New York Post billed its wholesalers and retail outlets?

A Yes, I am.

Q Focusing again on the period 1963-1964, would you indicate the mean or means of billing used by the New York Post?

A Most of our collections were done on a cash basis. The remainder of our collections were done by billing our wholesale distributors on a weekly basis, in some cases or a few cases the smaller wholesaler in the country area on a monthly basis.

MR. HALPERN: I can't hear the witness at all.

(Answer read.)

A In addition in at least one instance out of a

multi-newsstand operation, the Union News Company, we also billed them on a weekly basis.

Q Did you bill them directly or through a wholesale outlet?

A We billed the Union News Company directly.

Q How frequently in 1963-64 did you bill the Union News Company?

A Weekly.

Q In 1963 was the New York Post sold on a wholesale basis at a uniform rate?

A Yes. There were several rates. That is I believe we had one rate for New York City and suburban areas and another rate for the country areas but they were uniform within the areas.

Q Was there any retail outlet which received a rebate or price allowance from the New York Post?

A Retail outlets?

Q Any chain of retail outlets or any single retail outlet that received a rebate or price allowance from the New Y ork Post in 1963?

A Yes, there was.

Q What were the names of those outlets, if you know?

A There was only one and that was the Union News

Company.

Q Do you recall h o w much the price allowance was that was granted to the Union News Company at that time?

A Yes, it was $1 a hundred copies in the country area of our distribution and 25 cents per hundred copies in the suburban area.

Q I believe I asked you earlier, Mr. Greenberg, to describe the circulation and distribution of The Post in the metropolitan New York area including the city and the suburban areas.

Is The Post sold beyond the 50-mile limit of New York City?

A Yes, it is.

Q Can you indicate for the Court the other places in the United States where The Post has substantial circulation?

A Within the country areas?

Q Yes.

A New Haven, Poughkeepsie, Washington, Boston, Miami, Philadelphia, Port Jarvis, Kingston. There are mzny of them.

THE COURT: One thing I wasn't quite clear on your testimony, Mr. Greenberg, you were speaking about this arrangement with Union News. You called it a

rebate which would be a dollar per hundred copies on the country, that meant outside the 50 miles?

THE WITNESS: Correct.

THE COURT: And 25 cents per hundred copies suburban.

What does that mean? Does that mean just outside of New York City to the 50 miles?

THE WITNESS: Correct.

THE COURT: Outside of the city limits up to 50 miles?

THE WITNESS: Outside up to the point of the country area.

Q In 1963, if you recall, sir, approximately how much money per week or per month, however it's convenient to describe it, did these rebates amount to?

A My recollection is that they amounted to approximately $40 a week.

Q Do you have any knowledge of when the rebates to the Union News Company began?

A As far as I was able to ascertain they began in 1943.

Q What is the basis of your information today?

A I attempted to raise the origin of these payments and in that connection I inquired of our con-

troller, Frank Daniels, whether he could possibly find that information in his files or perhaps in the circulation journals.

It was subsequently reported to me that in 1943 it appeared that the initial rebate commenced.

Q To your knowledge, was the rebate in 1943 at the same rate you quoted somewhat earlier this morning, $1 per hundred in the country area and 25 cents per hundred in the subsurban area?

A I believe it was less at that time.

Q Do you know how much less?

A I believe it was 50 cents in the country area only.

Q Does the arrangement with the Union News Company under which the Post pays the Union News Company a rebate, is that still in effect today?

A No, it is not.

Q When was it terminated, if you know?

A It was terminated in July 1969.

Q How did that termination occur, sir?

A How did it occur?

Q Yes.

A I wrote a letter to Mr. William McCollough who at that time, I believe, was vice-president of the American

News Company and I advised Mr. McCollough that rebates and allowances may -- that we had been paying to them -- have been in violation of the Robinson-Patman Act and, accordingly, we were discontinuing them immeidately.

Q I am showing you Government's Exhibit 2 for identification and I ask you if that is the letter that you just described, a copy of the letter you just described?

A It is, yes.

MR. ROSENBERG: Your Honor, the Government offers at this time Exhibit 2.

MR. ROTH: No objection.

THE COURT: It will be received.

(Government's Exhibit 2 was received in evidence.)

xx

THE COURT: Was this the arrangement you had reference to in your affidavit on Exhibit 1, that first page of the list of outlets? Is that the arrangement you had?

THE WITNESS: I don't think I understand the question.

THE COURT: The first page, the affidavit, the last sentence of the first page, is that the arrangement you had, the one you just described to us of giving this rebate?

THE WITNESS: If I understood this, this merely talks about proportional payments.

THE COURT: What does that mean?

THE WITNESS: That was another matter, sir.

THE COURT: Okay.

Q Do you remember how much the New York Post was selling for in the beginning of the year 1964, daily copy?

A Yes, 10 cents was our retail price at least in the metropolitan and suburban areas.

Q What about for the Saturday or weekend edition of the New York Post?

A At what point in 1964?

Q Early 1964.

A Prior to some period in April 1964 the weekend edition also sold for 10 cents.

Q Did there come a time when the New York Post changed the cover prior appearing on its weekday or Saturday editions?

A Yes, in April of 1964 we increased the cover price of the weekend edition to 15 cents.

Q At or about the time that The Post changed its cover price for its Saturday edition did you have occasion to speak with anyone at the Union News Company?

A Yes, I did.

Q Who was that?

A I spoke with both Mr. McCollough and Mr. Garfinkle.

Q Can you recall when the first telephone conversation occurred?

THE COURT: I didn't gather it was a telephone conversation.

Q Did you speak with Mr. McCollough or Mr. Garfinkle in person?

A I spoke to both Mr. McCollough and Mr. Garfinkle initially by telephone and, subsequently, to Mr. McCollough in person.

Q If you remember, can you summarize the conversation that you first had with either of these two gentlemen? First of all, can you recall who is the first of the two with whom you spoke?

A Mr. McCollough.

Q And approximately when did that conversation occur?

A That conversation, to my recollection, occurred during the latter part of the week immediately preceding our announced price increase of the Saturday edition.

The circumstances of that were that I had been alerted by our circulation director, John Cintula, that

the Union News Company outlets were not going to accept the Saturday edition of The Post, that the price or the price structure was unsatisfactory and that the paper would not be accepted.

35 Q What do you mean or what did he mean by the price strucrure, if you know?

A I did not exactly determine what he meant until I spoke with Mr. McCollough and Mr. Garfinkle later on. I believe I could assume what was meant by it being unsatisfactory.

Q Did Mr. McCollough or Mr. Garfinkle in their conversations with you state to you that they were not going to handle the New York Post on their stands?

A No.

MR. ROTH: I think we ought to stop these leading questions. The witness ought to testify.

THE COURT: That is fair enough.

You say when you were going to change your weekend price, and you say at that time you had a conversation with Mr. McCollough and Mr. Garfinkle.

Tell us about it in your own words.

THE WITNESS: I contacted Mr. McCollough and my conversation with Mr. McCollough seemed to verify the report that our circulation director had given to me.

The basis fof our circulation director's repot to me of the Union News Company position that they would not accept the Saturday edition was based upon a form letter which he received from the Union News Company and signed by Mr. McCollough.

My recollection also is that the circulation director then checked with certain contacts at the Union Ness Company and this information appeared to be correct, that agents had, in fact, been advised or instructed not to take the Saturday edition.

I spoke to Mr. McCollough and I don't recall how satisfactory that discussion was, at least from my standpoint.

Q You are referring now to your first conversation with Mr. McCollough?

A Yes, that same week that the price increase was announced. I then contacted my publisher by telephone.

Q Who was that?

A Dorothy Schiff. I suggested to Mrs. Schiff that she personally call Henry Garfinkle.

Q To your knowledge, did she do so?

A Yes, she did.

Q What happened after that?

A Mr. Schiff called me back shortly thereafter to

say that she had spoken to Mr. Garfinkle and Mr. Garfinkle seemed to be unaware of the instructions but she assured us that The Post would be accepted at the Union News Company stands that Saturday.

Several hours later in the same afternoon I personally received a call from Mr. Garfinkle at which time Mr. Garfinkle attempted to explain to me why the price structure that we had set for the Saturday edition was disadvantageous to the Union News Company.

Q What did he say to you about the price structure?

A Well, specifically Mr. Garfinkle said that their arrangements with their landlords called for 10 per cent of gross sales to be paid to the landlord which, in effect, meant that if we increased our cover price five cents, one-half cent of that amount was not retained by the Union News Company. Also he made reference to an arrangement with his newsstand agents that specified instances where the gross receipts of a particular newsstand outlet exceeded $1000 that that called for an additional payment to the newsstand agent.

Therefore, Mr. Garfinkle was saying to me that he was not going to realize perhaps the amount of additional profit that was involved in the cost structure or price

structure of the 15-cent cover price.

Q Prior to the New York Post's decision to raise its cover price in the Saturday edition to 15 cents, did you have any conversations with Mr. Garfinkle or Mr. McCollough or anyone else at the Union News Company concerning the price at which The Post would be sold to the Union News Company?

A We advised the Union News Company as we did all of our dealers and wholesalers of the new cover price and of the structure -- to dealers and to wholesalers.

Q Do you recall what the new wholesale price was to be to your retail outlets?

A Yes, $11.50 per hundred copies.

Q When The Post had been selling at 10 cents a copy, do you recall what the whole price was to your retail outlets?

A Yes, $7.60.

Q After you had the conversation with Mr. Garfinkle that you described, to your knowledge, was the New York Post sold on the Union newsstands on the first Saturday at which its price changed to 15 cents?

A Yes, it was.

Q Did you have occasion to speak with either Mr. Garfinkle or Mr. McCollough following that Saturday?

A Yes, I spoke to Mr. McCollough about a month or five or six weeks later.

Q Can you fix an approximate date of that conversation?

A I would say on or around June 1, 1964.

Q What did you say to Mr. McCollough and what did he say to you in that conversation?

A Well, I called Mr. McCollough because there was a delinquency in the status of our account with the Union News Company.

Q Would you explain what that means, sir?

A Yes. Normally there was a period of about several weeks before the actual sale of the papers to the Union News Company and the time at which we received payment for sale because of the bookkeeping functions that necessarily had to take place between both parties.

However, immediately after the increase in the price of the Saturday edition I do not believe we received any payments that we normally received on a weekly basis from the Union News Company. So by June 1 our accounts had deteriorated where we are now, if we were two or three weeks in arrear, we were six or seven weeks in arrears. I think the amount was about $84,000.

Q Mr. Greenberg, did the New York Post bill the

Union News Company for the Saturday sales differently from the manner in which it billed the Union News Company for the weekday sales? Were there different bills?

A It was a single collated bill which, if the rates were different, spelled out the daily sales or charges and the Saturday sales or charges. In connection with that, this is my recollection.

I want to make sure that the record is correct. 7.60 was the dealer price for our 10-cent daily edition. It's possible, if my recollection is correct, that the Saturday paper, the price then may have been 7.5, just for the record.

Q $7.50 per hundred?

A Yes.

Q Going back to your conversation with Mr. McCollough on or about June 1, 1964 who placed that call?

A I did.

Q What did you say to Mr. McCollough?

A I told Mr. McCollough that I was concerned about the delinquency status of our account and that I expected to be corrected immediately.

Q What did he say to you?

A Mr. McCollough said to me that he had delayed or the delay of the payment on our account related to

the unsatisfactoriness or what he considered were going to be subsequent discussions on the rate structure of the Saturday edition when we had gone to 15 cents in April.

Q Did you and he have any further discussion in the course of that telephone call?

A Yes. I told Mr. McCollough that it would be in his interest to make certain that our bill no longer remained delinquent. By that I meant to say that we would not tolerate the condition of the delinquency.

Q What did he say, if anything, in response to that statement of yours?

A I believe he indicated that the delinquency would be cleared up.

Q Did he indicate how the delinquency would be cleared up?

A No, he did not. I assume that we would now receive checks for bills that had been rendered.

Q Was there any discussion between you and Mr. McCollough on this date with respect to --

THE COURT: Wait a minute. Did you have any other discussions with Mr. McCollough at that point?

THE WITNESS: I am not quite sure but it's possible we agreed we would meet at some later point and have further discussions on whatever problems or potential

problems existed between our parties. In fact, we did meet about a month fter that.

THE COURT: About a month after that you did meet with Mr. McCollough?

THE WITNESS: Yes.

Q Mr. Greenberg, following this telephone conversation with Mr. McCollough that you have just described, did you have occasion to write a memorandum to the files?

A I may have. I have to be refreshed on that.

MR. ROTH: Is he using that to refresh his recollection at this point?

THE COURT: I don't know. Has this been marked?

MR. ROSENBERG: It's been marked as Government's Exhibit 7 for identification.

MR. ROTH: Here it's been marked?

MR. ROSENBERG: It's in the pretrial order.

Q Mr. Greenberg, have you had a chance to look at Government's Exhibit 7 for identification?

A Yes, I am reading it now.

36 Q Does it refresh your recollection as to whether you wrote a memorandum to the files following your June 1, 1964 telephone call with Mr. McCollough?

A Yes, it does.

Q Was it your ordinary business practice to write memoranda to the files following telephone conversations with persons from the Union News Company or other retail outlets?

A It depended on whether I thought it was the type of discussion, meeting or conversation that I thought should be recorded for my files, either for future reference or for recollection purposes.

Q A question of its importance?

A Exactly.

Q Was this memorandum written in the regular course of your business?

A Yes.

MR. ROTH: Let's shorten this and say it's been offered in evidence and we don't object.

THE COURT: Thank you. That is fair enough.

(Government's Exhibit 7 was received in evidence.)

xx Q Mr. Greenberg, I ask you to read over once again your memorandum, Government's Exhibit 7, and tell me whether it refreshes your recollection regarding whether you and Mr. McCollough had any further discussions on June 1, 1964?

MR. ROTH: What is the groundwork for that?

What recollection are you talking about?

THE COURT: I am not worried about that. I asked the witness whether he would like to add anything to this conversation and you were looking at the memorandum.

Do you want to add anything to the conversation you had with Mr. McCollough in June?

THE WITNESS: Yes. I read over the file memorandum and there was discussion between Mr. McCollough and me concerning a promotional allowance or an advertising allowance.

Q May I interrupt you for a second and ask you, Mr. Greenberg, whether you suggested a promotional allowance?

A According to my file memo I proceeded to recall that Mr. McCollough hadmentioned a merchandising cost and I would say from that that I probably initiated this frame of reference.

Q Now, sir, can you recall what the conversation was with reference to the promotional allowance?

A Mr. McCollough had indicated to me that the Union News Company had suffered what he indicated was a $5.75 merchandising cost loss, according to their formula, in New York City and some other minor cost loss, I think, in the suburban area as a result of the price structure

on the weekend edition.

I indicated to him that we might possibly be interested in granting a promotional allowance in that amount for some specific service, namely distribution of promotional cards for us which were not unlike arrangements that they had with other publishers.

Q How did you know that the Union News Company had comparable arrangements with other publishers? Did Mr. McCollough say anything on this subject?

MR. ROTH: Don't lead the witness on that, please.

THE COURT: I think I will sustain the objection to the questioni

Did the Union News, so far as you knew at that time, have such arrangements with anybody else?

THE WITNESS: I would have to answer it by saying it was an open secret in the industry.

THE COURT: Did you know it?

THE WITNESS: For a fact?

THE COURT: Yes.

THE WITNESS: No, sir, I did not.

Q Did you and Mr. McCollough discuss any specific price for which The Post would pay for placard displays?

A During that telephone conversation of June 1?

Q Yes, that is right.

A I believe the only reference that was made was a figure that would be equal to the $5.75 merchandising cost loss that Mr. McCollough had indicated Union News Company was suffering.

Q Did you and Mr. McCollough discuss what it was that the Union News Company would be providing to the New York Post for whatever the price is that you were going to pay?

A Yes, I believe we touched on the subject of promotional stand cards.

Q Did you and he discuss any other service that the Union News Company was going to furnish to the New York Post?

A I do not believe that there were any other detailed discussions of the type of service they might perform for us during that conversation.

Q Was there any conversation at any later point?

A Yes.

Q In which the agreement was further clarified?

A Yes, there was.

Q When did that conversation occur?

A I believe that occurred on July 1, 1964 at which time I met with Mr. McCollough.

Q Where did you meet with him?

A I believe we met for lunch. That was at a regular restaurant somewhere.

Q Do you recall the substance of that conversation?

A During our conversation we discussed implementing an advertising allowance which would consist of some specific services that the Union News Company would perform for The Post in that particular area.

Q Did you discuss what those services would be?

A Yes, I did.

Q What were they?

A I asked Mr. McCollough what services he was prepared to render for us in return for an advertising allowance and he mentioned that he would arrange to have our promotional stand cards, which at that time we were producing with a regular frequency, distributed, posted at Union News Company newsstand outlets.

Q If I may interrupt you for a second.

Prior to July 1, 1964 was The Post distributing its placards or its promotional material to any newsstands in the metropolitan New York area?

A Yes, we were.

Q To what stand or stands were you distributing those cards?

A I would say generally they were to independently owned newsstands.

Q How about the Union newsstands?

A There may have been some occasions depending upon the relationship between our outside sales force and the agent at the Union News Company stands that a New York Post stand card would have been posted at a particular Union News Company outlet. But generally I do not believe that that was the case.

Q Returning now to your conversation in the restaurant with Mr. McCollough, what further conversation did you have with him, if any, concerning the advertising allowance that The Post was going to pay Union News?

A I believe I suggested that for this particular service that he had indicated they would render and any other service that might occur to us that might be of value to us, that we might be interested in paying for that advertising service $50 a month.

Q Did you then agree upon that sum of $50 a month?

A Yes, we did.

Q Can you remember whether you and Mr. McCollough agreed as to how many stands the New York Post would be permitted to have posters at, how many Union newsstands

the New York Post would be permitted to have posters at?

A I don't recall that our discussions touched on that aspect of it at all. The arrangements were that we would deliver some supply of stand cards to the Union News office on Varick Street at which point they would take over and arrange to have them distributed as posted.

We would determine the number of stand cards. I don't think we covered that in our discussion but, in effect, that is what we did. We decided on the number of stand cards we sent to the Union News Company in each particular instance.

Q That was to be within The Post's discretion?

A Correct.

Q Was there any discussion concerning the frequency with which The Post would distribute stand cards?

A That also was at our discretion. Any time we wished to have them distribute one -- and it was my intention that every time we did, in fact, have a stand card that a supply would be sent to the Union News Company.

Q Are there any further details concerning this agreement of July 1, 1964 that you can now recall?

A No.

Q Shortly thereafter did you have occasion to

notify anyone in the accounting department of the New York Post of this agreement?

A Yes, as a normal procedure I would notify our controller and I may have also undoubtedly advised our publisher and I subsequently advised our circulation director of the arrangement.

Q Let me show you what has been marked as Government's Exhibit 8 for identification and ask you if you can identify that?

A It's a memorandum from me to our controller, Frank Daniels, dated July 1, 1964 with a copy to the publisher, Mr. Schiff.

MR. ROTH: Ate you going to read the document in?

MR. ROSENBERG: I want to introduce it in evidence at this time.

MR. ROTH: No objection.

THE COURT: It will be received.

(Government's Exhibit 8 was received in evidence.)

xx Q After you notified Mr. Daniels that this agreement had gone into effect what did you next do, if anything, with respect to the advertising allowance agreement?

A Well, I notified our circulation director,

John Cintula, of the arrangement, and I instructed him to do several things.

One, to make certain that when we had promotional material that they were to be sent to the Union News Compny, that he was to keep a record of every transmittal and the extent of it, the date and all that sort of information.

Q Do you recall whether you advised Mr. Cintula to do this in writing?

A Yes, I did.

37 Q I show you Government's Exhibit 9 for idenitification and ask you if you can identify that?

A It's an inter-office memorandum from me to John Cintula with a copy to his assistant, Les Feldman, in which I --

MR. ROTH: Let's have it first before you read it.

I have no objection to this.

The document he showed the witness is dated July 28, 1964 and it's attached to a schedule which runs to 1/2/69 but I will let them both in.

THE COURT: All right.

MR. ROSENBERG: Thank you, Mr. Roth.

xx (Government's Exhibit 9 was received in

evidence.)

Q Do you know Mr. Cintula maintained a list of the promotional material which the New York Post sent to the Union News Company pursuant to the agreement?

A He did.

Q I draw your attention to page 2 of Government's Exhibit 9 and I ask you whether that is a true and complete copy of the list that Mr. Cintula compiled?

A That is the list that Mr. Cintula provided for me, yes.

Q To the best of your knowledge, is the listing on page 2 of Government's 9 a complete listing of all the promotional material --

THE COURT: He can't answer that question. He relied on what Cintula sent him.

THE WITNESS: That is correct. I did not personally check it.

THE COURT: This was something Mr. Cintula sent you, all right.

Q Do you have with you today, Mr. Greenberg, any of the promotional material which the New York Post sent to the Union News Company pursuant to this agreement?

A Yes, I have some photocopies of certain of the newsstand promotion cards that are indicated on the list

provided to me by Mr. Cintula.

Q Mr. Greenberg, I draw your attention to five photocopies and I ask you if those are copies of the promotional material sent by The Post to Union News?

A These photocopies conform to the list of the newsstand cards that Mr. Cintula provided me, yes, within that period. It's not a complete list of the stand cards but it's representative.

Q To your knowledge, are these copies of placards that appeared at the Union newsstands advertising upcoming features in The Post and so forth?

A Yes.

MR. ROTH: It's his knowledge that they appeared--

THE COURT: I don't think I can say that.

THE WITNESS: I understood you to say all newsstands.

MR. ROSENBERG: No.

THE COURT: Have you seen some of these in Union newsstands?

THE WITNESS: Have I seen them?

THE COURT: Yes.

THE WITNESS: I can't recall at this point.

THE COURT: This is material you sent to the Union News, in any event?

THE WITNESS: That is correct.

MR. ROSENBERG: I would like to have these marked.

THE WITNESS: May I say in connection with your last question that I did ask the circulation director to have our outside field staff to check to make certain that this material was posted and he did report to me that it was.

THE COURT: Fair enough.

MR. ROTH: I have no objection to this.

(Government's Exhibit 9-A was received in evidence.)

xx Q Mr. Greenberg, I show you once again Government's Exhibit 1 for identification and ask you if you would read to yourself the statement that appears above your notarized signature?

MR. ROTH: I don't understand this procedure.

THE COURT: I will go along with that.

When you mentioned promotion or whatever you mentioned in that first page, was this the arrangement you had in mind?

THE WITNESS: Yes.

THE COURT: Okay.

I will receive Exhibit 1.

(Government's Exhibit 1 was received in evidence.)

xx Q To your knowledge, Mr. Greenberg, did the Union News Company furnish to the New York Post any other service during the period of the agreement other than the posting of these placards?

A None that I am aware of.

Q At any time, Mr. Greenberg, from the inception of the agreement through the present have you ever received an inquiry from anyone at the Union News Company regarding whether the New York Post had promotional or advertising agreements with other retail outlets?

A No, I don't recall that question being asked.

THE COURT: Did you make this kind of arrangement with anybody else?

THE WITNESS. No, sir, we did not.

THE COURT: From the period '64 through '69, did you have a similar arrangement with anybody?

THE WITNESS: No, we did not.

Q Mr. Greenberg, I show you what has been marked Government's Exhibit 10 for identification and ask you if you can identify these invoices?

A Yes.

Q What are they?

A They are invoices received from the Union News Company apparently beginning July 2, 1964 through some period in 1969 for advertising services.

Q Did these invoices come to your attention in the regular course of your business?

MR. ROTH: Let's take a look at them.

THE COURT: That is fair enough.

MR. ROTH: He can't testify to that anyway.

THE COURT: Would you approve these invoices?

THE WITNESS: Not necessarily.

THE COURT: Somebody else might have done it?

THE WITNESS: Correct. The information that I had given to our controller and circulation director wouldn't affect them to authorize it or approve it.

MR. ROTH: Subject to a possible notation here there is no objection to this.

THE COURT: It will be received.

(Government's Exhibit 10 was received in evidence.)

xx Q Your memorandum to Frank Daniels, Government's Exhibit 8, was the standing authorization, was it not?

A Yes.

Q Did there come a time in the course of this agreement, Mr. Greenberg --

MR. ROTH: Would you talk louder.

Q Did there come a time in the course of th is agreement when the terms of the agreement were modified in any way?

A The terms were not modified, to my recollection.

Q Did you ever have occasion to meet with Mr. McCollough or any other official of the Union News Company to discuss this agreement?

THE COURT: Wait a minute. That is an awful broad question.

Q In the course of the period from 1964 to 1969 did you discuss with any official of the Union News Company any aspect of this agreement, if you recall?

A Just the discussion I referred to with Mr. McCollough specifically on July 1, 1964.

Q No further discussions that you recall?

A No further discussions. The next time that anything arose in connection with it was when I notified Mr. McCollough in writing in 1969. Other than that I have no recollection of having any discussion on the matter with anyone at Union News Company during those five years or so.

Q Do you recall any discussion with anyone at

Union News Company in or around October of 1968?

A No, I do not.

Q Mr. Greenberg, I call your attention to one of the invoices in Exhibit 10 dated October 1, 1968 and I ask you if there is anything On that invoice that distinguishes it from the other exhibits in the group?

A Yes.

Q What is that?

A This invoice --

MR. ROTH: Just a minute.

THE COURT: Does that refresh your recollection as to whether there were any discussions with respect to the agreement?

THE WITNESS: It confirms my recollection that there were no discussions.

Q Do you recall seeing the invoice dated October 1, 1968?

A Yes, I do.

Q What is it that distinguishes that invoice from the others that preceded it?

A The invoice was for a higher amount, $75 instead of 50.

Q Was there any renegotiation of the terms of the agreement prior to the receipt of the New York Post of

that invoice?

A None.

Q What did you do, if anything, when you saw that invoice?

A I instructed our circulation director who approved these things to reduce it to the previously agreed $50.

Q Through the period of the agreement, Mr. Greenberg, did the New York Post ever pay any amount to the Union News Company other than $50 for this advertising service?

A No, sir, they did not.

Q To be absolutely clear, you testified earlier concerning the price allowance or rebate agreement with the Union News Company.

Did that agreement remain in effect after the inception of the advertising allowance agreement?

A Yes, it did.

Q Do you recall when the advertising allowance agreement was terminated?

A It was terminated in July 1969, I believe, with the statement that the last statement that was rendered and paid was that of June 1969.

Q Showing you Government's Exhibit 2 in evidence

I ask you if that refreshes your recollection concerning the circumstances in which the advertising allowance was terminated?

A It confirms I think what I have just testified to.

MR. ROTH: I can't hear your answer.

A It confirms to what I jus testified to.

Q Your letter of July 22, 1969 terminated both rebate and the advertising allowance agreements, isn't that right?

A That is correct.

MR. ROSENBERG: No further questions.

THE COURT: Let's take a short recess.

(Recess.)

38 CROSS EXAMINATION

BY MR. ROTH:

Q Mr. Greenberg, in answer to his Honor's question as to whether similar rebates or allowances were made by the Post to anyone else, you said no.

A That is correct.

Q Do you recall testifying or giving a deposition in the Federal Trade Commission in connection with these matters?

A Yes.

Q In 1965 and 1970. May I refer you to this question, page 67 at the bottom, line 23:

"Q Did the New York Post ever offer the same program or the same allowances to any other of its dealers other than the Union News Company?

"A I don't think that question is answerable by a yes or no."

A Could I ask you what followed that answer?

Q Let me carry on for a while.

Then at line 10, page 68:

"Q So it is my understanding you did not offer any payments to any other dealer for the same type of promotional advertising services as the Union News rendered?

"A This is what I mean when I stated it could not be anwered yes or no in defense that I read into your statement that it was possible to have gotten the same services from any other dalers similar to those provided by the Union News Company. It is our considered opinion that it was not."

Then the next question is:

"Q Could you have offered a program which would be proportionately equal where the dealer or other than the Union News could render services to

you for which you could pay money?

"A I would say there is absolutely no reason to have or formulate a program such as that.

"Q Why is it that you couldn't formulate a program such as that or there would be no reason to?

"A Yes, among the principal reasons are the fact that the Union News Company by virtue of the fact that it has 180 outlets in very important areas, the depots where the more affluent reader purchases papers was in a position to make a distribution for us to potentially 180 stands. No parallel situation existed with individual newsstands who are generally considered independent proprietors of their separate businesses and could not have made for us a distribution of news stands to a group of locations.

"Additionally, our own employees -- it relieved our own employees of making such a distribution, assuming it would be possible to make this distribution in the posing of the stand cards. It was a function that, if we wished to

It was a function that, if we wished to have this

posting performed, that our own employes would have had to perform it and would have detracted from their other duties."

Are those statements or answers of yours correct as of now?

A Yes.

Q As I understand it for many years before '64 The News was paying $40 a week in general rebates, is that correct?

A What was that?

Q The Post was paying the Union News $40 per week as a rebate?

A The amount varied depending upon sale.

Q Approximately $40 a week?

A That is probably correct.

Q I believe you indicated that you reviewed that deal at one time, isn't that correct?

A My recollection is that I said that I reviewed it in the same manner that I would normally review other arrangements that we have. Not that I selected that one individually to review.

Q Other arrangements that you had?

A Yes, sir, of many natures. Arrangements with advertising representatives, things of that nature.

Q Would you tell us what factors you took into consideration to determine whether that $40 approximately rebate of long standing was a good deal and it should continue or terminate?

MR. ROSENBERG: Objection.

THE COURT: If he did review it, what was he thinking about?

THE WITNESS: Well, when I reviewed it, at least in my mind, I considered the fact thawt the agreement originated at a point that I had no knowledge of its origins, I assumed it had some merited basis. I was never able to determine what it was or how it originated. All I knew is that apparently it did originate in 1943. So I assumed it had some merited basis.

THE COURT: In reply to your question, you didn't try to determine the economic value of this?

THE WITNESS: It was impossible to relate it to a dollar value. I considered that the Union News operation was unique in some respects in terms that it relieved our cashier department, for example, of handling certain cash receipts from our routemen which otherwise would have been the case if we did not have the receipts slip arrangement with the Union News Company. Also that it reduced the exposure of our deliverymen to cash.

It also, in a sense, enabled them to expedite their deliveries without having to be concerned with the physical aspect of collecting cash. So I felt there were some advantages in the Union News arrangement for collecting for copies sold to the Union News Company by the New York Post.

Q Didn't you consider that there was some distinct advantages in the Union News arrangement?

A Yes, I think I have just enumerated them.

Q What is that?

A I think I just enumerated them.

Q Using the word distinct arrangement.

A Yes, distinct advantages.

Q What did you mean when you talked about advantages in connection with the actual physical distribution process of the newspapers by not having handled cash? Describe that to the Court.

THE COURT: I think I understand it. It was more practical to have a bill instead of cash. The cash might disappear somewhere along the line and you didn't have assurance of getting your money.

THE WITNESS: It's a quicker operation and it relieved you of having the cash on your person.

MR. ROTH: While I realize your Honor has the point I still want to ask one more question on this subject.

Q Isn't it a fact that some of the newspapers had or experienced some large steps in connection with the cash collections through the routemen?

A It is true that there has been routemen who have been held up. It happened to us on some rare occasions.

Q I am talking about thefts through the routemen.

A You mean where our man himself defaulted?

THE COURT: I don't think is particularly relevant to the issues. I think I understand what he has said so far.

Q This schedule of promotion material was delivered to the Union News Company attached to Government's Exhibit G. It contained 13 items of the period from 1964 to 1969.

When it says "Wall Street Closing Prices Edition", what does that mean? Is that just a placard?

A It's a promotional a stand card which calls attention to the public that we have a Wall Street closing prices edition.

THE COURT: Are you referring to Exhibit 9-A

now?

MR. ROTH: Yes.

Q Here is an item of 6/2/65, complete closing stock prices, 75 copies and you didn't send out any particular number of copies that covered all the stands, 180 stands you talked about?

A No, the judgment on the number of stand cards that were to be sent to the Union News Company was at the discretion of the circulation department. In some instances you will note from the list of 13 stand cards that there were repeat cards. Perhaps because some number had been sent to them previously it was not necessary in their judgment to send a larger number the second time.

Q In 1968 you sent the Democratic Convention coverage to 75 places, presumably, is that right? They were delivered to Union News Company for distribution to 75 stands?

A Yes.

Q You hoped they would be placed on the stands?

A I espected they would be.

39 Q That is the only one sent out in '68, one item of 75 cards.

In 1967 you sent out two items of 50 cards each,

one on July and one in December. You paid the same as you paid for one issue in '68. In '67 there was just one issue of 75 cards anyway, is that correct?

A I believe it is.

Q In '66 there was only one of 75, "Life with the Kennedy children", is that correct?

A I don't have the list in front of me.

Q In '65 there were two.

MR. CLARK: That is not correct.

MR. ROTH: I object to this.

THE COURT: Just relax. Show the witness the list.

I think it's a little difficult for him with you sitting back there and telling him what is in it. You ought to show it to him.

MR. ROTH: I want to make the point.

THE COURT: Never mind the point.

MR. ROTH: I want to make a motion for the record.

THE COURT: Please don't bother about it and show the witness the list.

MR. ROTH: Am I to be interrupted by an outside counsel on the record?

THE COURT: Show the witness the list and there

won't be any interruptions.

Q Tell me how many there were in '65.

A Two.

Q And in '64?

A Three.

Q Three in '64?

A Yes.

Q And they started off with one for 100, another for 125, another for 100 and another for 100. But then in '65 there are two, right?

A Yes.

Q It dropped from four to two and the two, one is 100 and one is 75.

So the fact is -- I withdraw the question. The facts will speak for themselves.

The figure of $50 was set without any relationship to a particular amount of services, isn't that true?

A Yes, basically that is true. It just was derived from an idea of getting the Union News Company a certain amount of money a year?

THE COURT: I thought you testified that Union News Company indicated they were taking a loss on account of this weekend edition. Is that what the $50 was for?

THE WITNESS: That undoubtedly was part of the

thinking that eventually produced the $50 figure.

THE COURT: This might compensate them for the loss on your increase in price on the weekend edition when they had to pay the landlord or the agent?

THE WITNESS: I can only say, your Honor, that that undoubtedly played a part in my thinking.

THE COURT: All right.

Q Taking a look at this June 1, 1964 memorandum which is in evidence, I believe you testified that at that time the Union News was in arrears $84,000?

A Yes, I did say that.

Q You say that again?

A Looking --

Q See what it says.

A It says 44. However, I am not quite sure the 44 or the 84 may not have been the fact. Depending on whether it was June 1 or July 1.

Q But this says June 1, 1964, in accordance with Mr. Schiff's instructions I called Mr. McCollough, vice-president of Union News Company, this morning to tell him their accounting department had informed me there was a serious delinquency in their account of approximately $44,000. I wanted to correct the record.

THE COURT: Okay.

Q When the newspaper prices were set at any time during your tenure -- at the time prices for the newspapers were set, The Post and other newspapers set what you call a rate structure, is that right?

A Yes.

Q How much they would get from the wholesaler, how much from the retailer and the wholesaler would get from the retailer and how much the retailer would get from the public and in the case of a direct sale of the Union News Company or wherever The Post sold directly there was a rate structure?

THE COURT: I don't understand your qudstion. Tell us about the rate structure.

THE WITNESS: The rate structure consists of three parts, that is a cover price, a rate to the retailer and a rate to the wholesaler, if there is a wholesaler involved.

Q And you also had a cover price which you tried to maintain, isn't that correct?

A That is part ofthe structure.

Q In setting that rate structure you considered the rate structure that any other newspapers might have established, is that correct?

MR. ROSENBERG: Objection.

THE COURT: I will sustain the objection to that.

Q How did you issue those rate structures?

A What do you mean by issue?

Q Just simply issue an edit, did you send it out in writing? How did you do it?

A We sent out letters or notices to news dealers. They were distributed by our routemen. We sent letters and notices to such multi-newsstand organizations as the Union News Company and Eastern News Company and we also sent letters to our wholesalers in each case advising them of those structures that pertained to their situation.

Q Suppose someone deciced that they didn't like the rate structure that you established for them, what would you do about it?

A I can't answer a question that I never had to face.

THE COURT: It never came up?

THE WITNESS: No.

Q It came up with the Union News Company, didn't it?

THE COURT: It came up on the sense of the weekend edition, on account of the arrangements with the landlord and the News agents. There was some dissatis-

faction, is that what you testified?

THE WITNESS: Yes, I did.

Q At what point did the retail price go up from 10 to 15 cents?

A The first increase from 10 to 15 cents occurred with the Saturday edition and that was either in April or May of 1964.

Q Before that what was the rate structure?

A Before that the rate structure on the Saturday edition --

Q Let's have all of them.

A You are asking me to recall specific numbers and I will try to do that to the best of my ability.

Q Let's take the rate structure before the increase in the Saturday edition in '64. Just give us the rate structure in 1964.

A My recollection is that daily rate structure was 7.6 or $7.60 to the news dealer in the New York City area and, I believe, it was $7.75 a hundred copies in the suburban area and perhaps $8 per hundred copies in the country area.

Q Give us the retail price for each of those.

A The retail price in each instance was 10 cents.

On the Saturday edition, I believe, in the

City area the price to the dealer was $7.50 per hundred copies and I think the rates in the suburban and country areas were identical to that of the daily.

Q What happened when the rates went up in 1964?

A When the Saturday price was increased to 15 cents the structure became $11.50 per hundred copies.

Q For the local New York City dealers?

A Yes. I believe it was 11.75 in the suburban area and $12 in the country area. That is my recollection.

Q You then received an increase from 7.60, was it?

A Probably 7.50.

Q To 11.50?

A Yes.

Q An increase of $4 over the 7.50 that they were paid before?

A Yes.

Q Which is well over 50 per cent, right?

A The per cent of the increase?

Q 50 per cent of the previous price.

MR. ROSENBERG: Objection.

THE COURT: I sustain the objection to that. I think we can all figure that it went up from $7.50 to $11.50.

Q You mentioned that it was an open secret that the Union News was receiving rebates or allowances from other newspapers. Tell us a little more about that. How did you learn that open secret? How open was it?

A I don't know how I would frame an answer to that question.

THE COURT: You told me that you didn't have any personal knowledge. You said it was an open secret. The question is what led you to believe this was an open secret?

THE WITNESS: In any business one hears reports, rumors or one talks to other individuals and the variety of topics are covered. I am specifically not saying that I asked any of the individuals on the other papers or anyone at the Union News Company whether such arrangements existed. I did not.

But in the course of conversations with many people with whom I talked in the business there was an occasional reference to this situation and the heneral opinion that I got was that such arrangements existed.

Q Was there an idea as to the extent of these arrangements?

A Yes, there was. That is in a general way.

Q Tell us what those were.

A I only was aware that they ranged somewhere in the area of about $25,000 a year for two of the other papers and the fee at the time.

Q What two?

A The Times and The News.

Q Was there an idea in this open secret as to why they were getting the rebates?

MR. ROSENBERG: Objection.

THE COURT: I think I will sustain the objection to that.

Q Did the open secret contain any references to the basis?

MR. ROSENBERG: Same objection.

THE COURT: I think he has gone as far as we can expect him to go with the open secret. Having previously testified he had no direct information on the subject, that is enough.

MR. ROTH: That is all of this witness.

REDIRECT EXAMINATION

BY MR. ROSENBERG:

Q You testified during cross-examination, Mr. Greenberg, that there were two factors which influenced your judgment to some extent in continuing the rebate agreement. You mentioned the savings in handling as a result

of the bulk delivery and the avoidance of the use of cash.

Have I correctly summarized your testimony?

A Yes, I said there were several factors. Perhaps there were one or two others.

MR. ROTH: He didn't limit himself to two.

THE WITNESS: I believe I mentioned three.

Q What was the third factor?

A I believe that I thought it expedited in part our distribution process, that it reduced the exposure of our routemen to cash and that it also relieved, to some extent, our cash cashier department operations by their not being required to handle that additional cash.

Q And these were the reasons why you approved of the continuation of the rebate agreement with Union News?

A It's not a question of having approved it.

Q Failed to terminate?

A That is correct. Plus I must add the fact that I was not privy to the original arrangement or the basis for it and I assume that it did have some merit.

Q In 1964 when you entered into the advertising allowance agreement that you have described with Mr. McCollough, were you then or was the New York Post then distributing placards or promotional material to the other independent stands?

A Yes, we were.

Q Were you receiving any consideration from those stands for the posting of the promotional material?

A Any consideration from those news dealers?

Q Were you paying those news dealers any consideration for the right to post promotional material at their stands?

A No.

Q After you made the deal with Mr. McCollough did you then offer to pay to any of these other newsstands any consideration for the right to continue to place promotional material at their stands?

A We did not.

MR. ROSENBERG: No further questions.

THE COURT: You are excused, Mr. Greenberg.

(Witness excused.)

MS. REICE: The Government calls Mr. John Potulny.

- -

JOHN POTULNY, called as a witness by the Government, being first duly sworn, testified as follows:

MS. REICE: I would like to introduce Mr. Robert Potter, a member of the Patterson, Dunlop firm, attorneys for the Wall Street Journal.

DIRECT EXAMINATION

BY MS. REICE:

Q By whom are you employed?

A Dow Jones & Company.

Q Does the Dow Jones & Company publish any newspapers?

A Yes, they do.

MR. ROTH: I want to mention one thing. I see no connection between the Wall Street Journal and this case. If they are trying to prove rebates, they have no allegations in the complaint about that at all.

THE COURT: I will hear the witness. He is here and I will consider that later on.

You work for Dow Jones?

THE WITNESS: Yes, your Honor.

Q What is the name of the newspaper which Dow Jones publishes?

A We publish the Wall Street Journal and the

National Observer and Barron's.

Q Are your particular responsibilities with the Dow Jones Company --

THE COURT: Ask him what his responsibilities are.

What do you do?

THE WITNESS: Manager of the field operations group, circulation and sales department under which the retail sales or news dealer sales division is a part.

THE COURT: Which publications does that relate to?

THE WITNESS: All three.

Q Mr. Potulny, how long have you been concerned with the retail sales of the Wall Street Journal?

A Through my entire career with Dow Jones which is now a little over nine years.

Q With respect to the sales of the Wall Street Journal what was your particular responsibility during the years 1965 to 1967?

A I was the national manager of the news dealer sales division.

Q As the national manager of the news dealer sales division were you familiar with the methods of distribution and circulation of the Wall Street Journal?

A Yes.

THE COURT: The Wall Street Journal has a number of editions throughout the country. Are you talking about all of them?

THE WITNESS: All of them.

THE COURT: How many do they have?

A Four editions.

THE COURT: And this is referring to all four editions?

THE WITNESS: Yes, sir.

Q Mr. Potulny, could you briefly describe the method of distribution of the Wall Street Journal?

A On a national basis?

Q Yes.

A Printed at one of our nine -- presently one of our nine plants and distributed to a network of wholesalers in given geographical areas who then distribute to retail accounts, vending machines.

Q Is the method of distribution of the Wall Street Journal different in the New York metropolitan area than that national method which you just described?

A Basically no.

THE COURT: Do you sell direct?

THE WITNESS: We go through the wholesaler.

THE COURT: On all your papers?

THE WITNESS: Yes, except for one variation where there is no wholesaler, we mail directly and that is the galley account.

Q Mr. Potulny, does the Wall Street Journal sell directly to any multi-outlet retail distributors?

A None that I know of.

Q Did the Wall Street Journal sell to any multi-outlet retail distributors in the period 1965 to 1967?

A Sell directly?

Q Directly or through a wholesaler.

A Through a wholesaler.

Q Does the Wall Street Journal, which a member of the public purchases, differs in any way depending on whether that Wall Street Journal is sold on Union newsstand or in another retail outlet?

THE COURT: That is a tough question.

She is asking if this is any different in the contents of the Wall Street Journal depending on whether it's sold by Union News or anybody else.

You just have one newspaper?

THE WITNESS: Yes.

THE COURT: There is a difference between the four editions?

THE WITNESS: Yes.

Q Leaving aside the difference in the four editions, is there any difference in the paper which is sold to a member of the public depending on whether it's sold on Union --

THE COURT: If I buy the Wall Street Journal from a Union newsstand I don't get any special tips as to what the stockmarket is going to be?

THE WITNESS: No, your Honor, you don't.

Q Mr. Potulny, within the New York metropolitan area was the Wall Street Journal purchased from any retail outlet generally sold at the same price to the consumer during the period 1965 to 1969?

MR. ROTH: I must object to further questions about the Wall Street Journal. It has nothing to do with this case.

THE COURT: Maybe that is all right but I am going to sustain the objection to the form of the question. I will ask the witness:

Is the price the same for the Wall Street Journal?

THE WITNESS: In the New York area?

Q In the New York metropolitan area.

A Yes.

Q Does the retailer do anything to alter the nature, the form of the newspaper after receiving it from the Wall Street Journal before selling it to a member of the public?

MR. ROTH: It's a leading question.

THE COURT: I am going to sustain the objection to that. I don't really think you need to ask it.

Is it your experience in circulating the Wall Street Journal that goes on the newsstand, do they do anything with it other than sell it?

THE WITNESS: I am not aware of anything they might do with it other than sell it.

41 Q In the period between 1965 and 1967 were there other newsstands in rough proximity to Union newsstands in the New York City area?

MR. ROTH: That is too general a question. I object to any discussions of the Wall Street Journal in this case and its distribution.

THE COURT: Never mind. The witness I think can answer the question.

The Wall Street Journal is sold at Union newsstands, is that right?

THE WITNESS: Correct.

THE COURT: And are there other newsstands in

the vicinity of Union newsstands where it's sold?

THE WITNESS: Yes, in the general context.

THE COURT: What happens if you go to the Grand Central Station?

THE WITNESS: The newsstands in the Grand Central Station.

THE COURT: Any other place?

THE WITNESS: If you stepped outside to 42nd Street or to the nearest news seller or stores that handles publications you would undoubtedly find it.

Q Mr. Potulny, did the Wall Street Journal ever pay a promotional allowance to any wholesaler or any retail distributor of the Wall Street Journal?

MR. ROTH: I object to that, your Honor.

THE COURT: Again, it's an awful broad question.

I think, Mr. Potulny, you have been there nine years and you have been involved in the circulation of the Wall Street Journal?

THE WITNESS: Yes.

THE COURT: Does the Wall Street Journal have any policy with respect to promotional allowances or advertising allowances during the period you have been there?

THE WITNESS: Yes.

THE COURT: What is the policy?

THE WITNESS: The current position is that we do not pay any allowances.

THE COURT: At the present time?

THE WITNESS: Yes.

THE COURT: Going back your nine years, was that polich different at any time?

THE WITNESS: Yes.

THE COURT: What was it?

MR. ROTH: If it's a question of Union News --

THE COURT: I haven't gotten to Union News. What was the policy?

THE WITNESS: From the time that I came to Dow Jones until January of 1968 there was within the circulatioi sales department's budget classifications a distribution allowance or transportation allowance category and the utilization of this category was based on what we were trying to do to develop a market with a particular wholesaler and in a few instances we would apply or pay in the form of an allowance moneys to enhance our marketing position.

THE COURT: How does that work? Say you had wholesaler A and you thought it would help the promotion

of the Wall Street Journal to make an allowance, how did it work?

THE WITNESS: If our field representatives in the course of doing business with that given wholesaler, depending on where he would be, advocated after doing a marketing study that we should assist the wholesaler in enlarging our marketing base because of the potential in the area we would then entertain some form of assistance so as to realize that.

THE COURT: What was the form of assistance?

THE WITNESS: It was normally in the form of money, obviously, and the amount was set by discussions.

THE COURT: Depending on the particular wholesaler involved?

THE WITNESS: Yes, your Honor.

THE COURT: What did you expect to receive for the allowances you made?

THE WITNESS: We expected to receive additional efforts on the part of the wholesaler relative to selling more of our publications which was the end result.

THE COURT: You did this only with wholesalers?

THE WITNESS: Yes, only with wholesalers other than the circumstance with Union News that came up in the fall of 1965.

Q Mr. Potulny, could you describe this circumstance with respect to the Union News to which you just referred? It came up, I think, you said in the fall of '65. Could you describe that incident for us?

A I would rather not be --

MR. ROTH: May we have the question repeated.

THE COURT: Let's shortcut it all.

You say that in 1965 something developed with Union News, is that right?

THE WITNESS: Yes, your Honor.

THE COURT: What happened?

THE WITNESS: In coming to the company, that is in being myself employed with Dow Jones we put together what we thought was a national division or a group of people, news dealer sales division, that would go about the country and seek to enlarge our sales by using representatives in the field, et cetera.

We set up three regional offices and installed a regional sales manager in each of the offices, an eastern, a central and a western.

The eastern regional manager was hired and we actually got underway in our attempts to sell more newspapers. He was actually hired in early 1965. In the course of doing his business and in meeting the

people that we did business with he came across or made contact with some of the principals of the Union News Company. The discussions revolved around --

THE COURT: This is the regional manager of the eastern division? What is his name?

THE WITNESS: His name at the time was Paul Kepcke.

THE COURT: Were you present at any of these discussions or were these reports you heard from Mr. Kepcke?

THE WITNESS: Mr. Kepcke originally made the contact and I made a visit or two with him to Union News.

THE COURT: When was that, in '65?

THE WITNESS: Yes, a number of the discussions took place within '65, during 1965.

Q Could you relate to the Court the substance of those discussions which you had with the representatives of the Union News Company in 1965?

A As well as I can recollect, the discussions concerned --

MR. ROTH: I object to this whole line of questioning. I don't want to object again.

THE COURT: You have a continuing objection.

Do you remember who you saw at Union News?

THE WITNESS: I believe I spoke and Mr. Kepcke spoke mostly to Mr. McCollough.

THE COURT: You were there with Mr. McCollough and Mr. Kepcke?

THE WITNESS: At different times.

THE COURT: Where were these conversations held?

THE WITNESS: Mr. McCollough's office.

THE COURT: Here in New York?

THE WITNESS: Yes, sir.

The conversations that we had with Mr. McCollough or other members --

MR. ROTH: May we limit it to his conversations?

THE COURT: Yes.

Try to do this, if you would -- how many of these conversations did you have with Mr. Kepcke at Mr. McCollough's office?

THE WITNESS: The exact number I don't recall, your Honor.

THE COURT: Two, three?

THE WITNESS: I don't know how many Kepcke had.

THE COURT: How many did you attend?

THE WITNESS: Two, three.

THE COURT: Go with the first conversation and tell us as best you can recall when it took place and who was there and what was discussed.

THE WITNESS: Well, after Mr. Kepcke had made the original contact he came back with the fact that Union News was basically interested in improving their profit per units sold On the Wall Street Journal, that the percentage of profit on each unit sold, which would be a paper, was not in keeping with their corporate objectives and, therefore, he wanted or was interested in seeing an improved percentage of profit for Union News. The discussions then that ensued --

THE COURT: Try not to get so general on this thing.

You say that was told to you by Mr. Kepcke?

THE WITNESS: Yes.

THE COURT: And you recall having a conversation with Mr. McCollough and Mr. Kepcke?

THE WITNESS: Yes.

THE COURT: Try to focus on the conversation and what was discussed at the conversation.

THE WITNESS: As best I recall, your Honor, the discussion was always pretty much the same. It was related to the percentage of the profit.

THE COURT: Did Mr. McCollough talk to you about that or talk to you and Mr. Kepcke about that?

THE WITNESS: Yes, he did. After a particular meeting when we had talked --

THE COURT: I am trying to get you to focus your recollection on the actual meetings and not what you and Mr. Kepcke kept talking about in between meetings. I am interested in what the conversations were with Mr. McCollough or any other representative of the Union News : As I understand your testimony so far, at the first meeting he wanted to do something about increasing his profit on each paper sold, is that right?

THE WITNESS: That is right.

THE COURT: Did he propose how he was going to do that?

THE WITNESS: Yes. Again, as best I recollect, it's eight years ago. The conversation with Mr. McCollough related to payments of money to Union News Company.

THE COURT: You would pay money to the Union News Company to increase its profit per paper, is that right?

THE WITNESS: Correct.

THE COURT: What was discussed in that connection, if you remember, with Mr. McCollough? Were there amounts mentioned?

THE WITNESS: The percentage of profit per unit was what I best recall and I think that Mr. McCollough referred to a 33-1/3 per cent profit on each unit sold and translated by ourselves, that is Dow Jones, to the amount that we were selling at the time and what the additional amount of money that Union News would require, what that translated to was something like $3000 a month.

Q Mr. Potulny, after Mr. McCollough described to you his problem with his profit margin, do you recall what your response was to him?

A Basically that we would not pay that type of allowance nor would we pay that amount, neither the amount nor the allowance in that form were acceptable.

Q Do you recall anything else which you indicated to Mr. McCollough?

A I told Mr. McCollough, again as best I recall, that we were interested in selling our publications in the best possible manner and that Union News was obviously an important outlet for our publications.

THE COURT: When you say your publications, you are referring to the Wall Street Journal, the National Observer and Barron's as well?

THE WITNESS: Just the Wall Street Journal.

THE COURT: All right.

THE WITNESS: I indicated to him that if there was a proper business way of increasing our sales, if there was something that would be in Union News' best interest and in Dow Jones' best interest relative to the sale of the Wall Street Journal that we would then at least look favorably on a consideration towards that end.

Q Did Mr. McCollough thereafter suggest a proposal to you along these lines?

A Yes, he did.

Q Could you describe, as best you recall, the proposal which Mr. McCollough suggested to you?

A The suggestion again, my best recollection at this time, was that we make available to the Union News Company promotional pieces such as newsstand posters, cash check out signs.

THE COURT: What is a cash check out sign?

THE WITNESS: The same as a poster except it would be a stand-up. Rather than pinned up it would stand by itself with the triangular back. Also change mats or the little rubber or plastic change mats.

THE COURT: Something where you put the money on and it has a name on it?

THE WITNESS: Yes, "By the Wall Street Journal" or something like that. We make this type of item avail-

able to him and he would then see that they were placed on the Union newsstands throughout the country. He also suggested that all of the newsstands, their locations, the district managers or regional managers handling that particular area or newsstand or group of newsstands would be made available to us, that we would have generally much better access to Union News, the Union News Company, and their newsstands in the pursuit of selling the Wall Street Journal than before, and that we would be getting our message across through the use of the promotional pieces.

And it was also implied that our cover price of 10 cents at that time would be basically maintained.

Q Did Mr. McCollough suggest to you a price which the Wall Street Journal should pay to the Union News Company for this promotional package?

A Talking about this package alone and not any original conversations?

Q If it was divided that way, I don't know.

A Well, I think, as I indicated earlier, the 33-1/3 per cent profit circumstance had originally come up and we had translated that to an approximate $3000 a month' The amount of money now discussed for the promotional approach and the communications, the improvement of the communications, et cetera, was $500 a month as put forth

by Mr. McCollough.

Q Mr. Potulny, did you reach an agreement with the Union News Company for a promotional or for the payment of a promotional allowance by the Wall Street Journal?

A Yes, we did.

Q What was the amount which you agreed to pay to the Union News Company?

A $500 a month.

Q Do you recall, Mr. Potulny, when those payments to the Union New Company commenced?

A I believe some time in the fall of 1965.

Q Did there come a time when the Wall Street Journal ceased to pay the Union News Company this promotional allowance?

A Yes.

Q Do you recall when that occurred?

A January of 1968.

Q Could you describe the circumstances under which the Wall Street Journal ceased to pay the Union News Company a promotional allowance?

A In January of 1968 we raised the price of the Wall Street Journal from 10 cents, a suggested cover price of 10 cents to 15 cents and at the same time or prior to the actual occurrence of going from 10 to 15 cents we re-

established our rates to wholesalers, suggested to wholesalers and retailers, not suggested to wholesalers but suggested to retailers and consumers.

In the course of establishing our new rate, we felt corporately that we were adjusting in a fair way the amount of profits that would be derived by both the wholesaler and the retailer. In accordance with that we eliminated all allowances.

Q Focusing on the payment of promotional allowances, during the time that you paid the Union News Company a promotional allowance as you just testified, from the fall of 1965 until January of 1968, did you pay any promotional allowance to any of your wholesale or retail customers?

A To some wholesalers, yes.

Q You paid a promotional or an advertising allowance to other wholesale customers?

MR. ROTH: He answered it.

THE WITNESS: Your Honor, there is a line here in terms of the promotional allowance as opposed to a distribution allowance.

THE COURT: I think really the question relates that you described this arrangement with the Union News Company, as I understand it, you paid them $500 a month and

they agreed to exhibit this promotional material on their stands.

Did you have a similar arrangement with anybody else during this period?

THE WITNESS: Any other organization such as the Union News Company?

THE COURT: I don't care if it's like the Union News.

Did you have an arrangement with anybody else by which you would give them an allowance or pay them some month in return for which they would put up placards or change boxes or what have you advertising the Wall Street Journal? Did you have any arrangements like that with anybody?

THE WITNESS: In the context as I understand the question, no.

Q Did you ever receive an inquiry from the Union News Company during the period 1965 to January 1968 as to whether you had a promotional or advertising agreement with anyone else?

THE WITNESS: Could I hear that question again?

THE COURT: What she is asking you is while you had this arrangement with Union News did they ask you if you had a similar arrangement with anyone else? Do you recall

them asking you that?

THE WITNESS: I don't recall them asking me that.

Q Mr. Potulny, when you had a run-off of these posters for display such as those which you have been describing displayed on the Union newsstands, how many posters did you make in a single run approximately, if you recall?

A We printed enough to make sure that our total national staff had a supply and they usually ran in larger amounts up to four or five thousand.

Q How many Union newsstands approximately were you dealing with --

THE COURT: He wasn't dealing with them.

Do you remember how many stands Union News had while you were in this arrangement with them?

THE WITNESS: On a national basis at the time I think it was somewhere around 350 to 400 newsstands.

THE COURT: How did you get these posters and placards to the Union newsstands?

THE WITNESS: As I recall, your Honor, in some cases they were mailed to a point or our field representatives would deliver them.

THE COURT: That did not go through the whole-

saler?

THE WITNESS: No.

THE COURT: It would be direct?

THE WITNESS: Yes.

Q What did the Wall Street Journal do with the other posters which it had printed other than the ones it distributed to the Union newsstands?

A They were put into the hands of our representatives in the field and they in the course of making their contacts with wholesalers and other retailers would attempt to make distribution or placement of the promotional pieces.

Q Did you pay other retail purchasers or other wholesale purchasers to display posters of the Wall Street Journal leaving aside the Union News?

A No, we did not.

Q Mr. Potulny, did the Union News Company submit the bills to the Wall Street Journal for these promotional services which it rendered?

A Yes, they did.

Q Do you know if the Wall Street Journal still has any of those bills in its files?

A Yes, we do have copies or a copy or copies of the same bill that we received during 1966 and '67 but it is into the early part of '68 inasmuch as Union News con-

tinued to bill us into '68 for the supposed services being performed.

Q Do you happen to have a copy of that bill, 1968, from the Union News Company to which you just referred with you in court?

A My counsel has it.

MR. ROTH: Is that supposed to be a paid bill?

Q Perhaps you can describe, if I anticipate Mr. Roth, the circumstances under which you received bills in 1968 from the Union News Company?

A As I believe I indicated, we informed those people. We informed every one of our new rate in January of 1968 and at the same time indicated to those people that had been or were receiving any allowances, the fact that we were not going to be paying any allowances further.

This did not deter or stop Union News from continuing to bill us right up through the summer and into the fall of 1968.

THE COURT: Did you pay any of those bills?

THE WITNESS: No, your Honor, we did not.

THE COURT: Let's get those bills then.

(Government's Exhibit 65 was marked for identification.)

MR. ROTH: Have you any other bills besides

xx

this one?

THE COURT: This is for '68?

MR. ROTH: This is the '68 bill which is not paid.

THE COURT: He just testified that came in after he eliminated the arrangement.

MR. ROTH: I object unless he produces all the bills they sent.

THE COURT: Do you have the bills from '66 to '68?

THE WITNESS: I am not aware whether our accounting department has them or not.

MR. ROTH: Haven't they got a record of the payments made at least?

THE COURT: I didn't hear you.

MR. ROTH: I object to this coming in this way anyway.

THE COURT: I will receive the exhibits on the basis of the testimony that this is a bill that came in after they raised the price and the bill was not paid.

(Government's Exhibit 65 was received in evidence.)

xx Q I show you Government's Exhibit 65 and ask you, if you know, if this bill is similar to bills received by

the Wall Street Journal during the years 1965 through 1967 from the Union News Company for promotional services?

A As far as I recollect it's the same format.

THE COURT: Did these bills come to you during this time?

THE WITNESS: Yes, they came addressed to my division in the circulation sales department.

THE COURT: And that looks to you like the other bills that you paid?

THE WITNESS: Yes, they were processed then through the accounting department.

Q Focusing again on Government's Exhibit 65, is there a description of the services rendered by the Union News Company on that invoice?

THE COURT: The invoice speaks for itself. Whatever it says it says.

Q Just one more question:

Did you ever meet with the circulation directors of other New York based newspapers to discuss problems of common concern?

THE COURT: Do you understand the question?

THE WITNESS: Yes. I would like it repeated.

THE COURT: She is asking you if you associated with other circulation people from other newspapers and

talked about the common problems from time to time, do you do that?

THE WITNESS: No, your Honor.

THE COURT: You don't?

THE WITNESS: No.

MS. REICE: Thank you, Mr. Potulny.

CROSS EXAMINATION

BY MR. ROTH:

Q When were these payments commenced, Mr. Potulny?

I do move to strike out all the testimony as being irrelevant to this case.

THE COURT: That motion is denied.

He wants to know when you started doing this, making these payments to Union News.

THE WITNESS: I am not sure, your Honor. I believe they commenced in the fall of '65.

Q Before you came here you were interviewed by counsel for the Government, were you not?

A Yes.

Q And you were asked to produce records, were you not?

A Not formally asked to produce records, no, sir.

Q Is it your statement that your company does not have records showing Union News payments going back to '66,

'67, '65?

A Being in the circulation sales department, I don't know what the record keeping circumstance is in our accounting and/or business side of Dow Jones. Somebody else would have to answer that.

Q Did the Government attorneys ask you when these payments started?

A I am sorry, I don't understand.

Q Did the Government attorneys ask you when these payments started?

A Yes.

Q And you mentioned or told them when the payments started out of your memory, is that correct?

A Recollection.

Q Similarly you told them the dates of the meetings shortly before the statements started, is that right, out of your memory?

A Yes.

Q You consulted no records at all about that?

A None at the time.

Q None whatsoever?

A None whatsoever.

Q So there are no records that you can produce as to when these payments actually were made except that you

know they were terminated some time when?

THE COURT: He is asking you when the arrangement terminated.

THE WITNESS: I have testified that it terminated January of 1968.

Q Would it surprise you that it would appear that the payments were only made during the year 1967?

A Would it surprise me?

Q Yes.

A Yes, it would.

Q Would it surprise you if the total maximum payment was $6000 according to the records of the Union News? That is one year's payment.

A Yes.

Q Would that surprise you?

A Not the amount.

Q Total amounts paid, $6000 over a one-year period, and no more. Would that surprise you?

A 12 times 5 is 6000. The amount would not surprise me.

Q 12,000 --

THE COURT: You are talking at cross purposes.

You testified that you started this arrangement in the fall of 1965 and you continued it until January 1968

which would mean two years and possibly one month or two and he is asking you would you be surprised that the Union News records indicated that the total amount paid was 6000 equivalent to one year instead of two years and some-odd months?

THE WITNESS: Without going back to any records available I would be surprised.

THE COURT: You would be surprised if you thought it continued for two years?

THE WITNESS: I thought it was a longer period of time.

Q Could you consult your records about that between now and, say, this afternoon and tomorrow morning?

MS. REICE: I object, your Honor.

Mr. Potulny has been listed as a witness in the pretrial order.

THE COURT: The lawyer for Dow Jones is here and I would be grateful if he can check and determine if the records are still available and as to what the records of the Dow Jones showed was paid to Union News during this period and I don't know why this witness has to come back. If you can get that information, that is all we need.

Would you undertake that?

MR. POTTER: Fine, your Honor.

Q You testified that prior to 1968 your company made allowances of various sorts to wholesalers?

A That is correct.

Q Where did you distribute other than to wholesalers?

A Such as --

Q Where did the Wall Street Journal distribute its publication other than through wholesalers?

THE COURT: I understood you to say that all their distributions is through wholesalers, didn't you say that, as far as the Wall Street Journal is concerned?

THE WITNESS: We distribute through the mails.

Q Including to the Union newsstands?

A Through the wholesaler to the Union newsstands.

Q Who was that wholesaler?

A Metropolitan News Company. That is in the New York area.

Q Did you make any promotional allowances to the Metropolitan News Company?

A Not promotional allowances.

Q Did you make any allowances?

A I am not absolutely sure of the time or the area within which we might have paid Metropolitan News Company allowances.

Q At some time between 1960 and 1968 --

THE COURT: I don't think you go back to then. You go back to when?

THE WITNESS: May of '64.

Q You don't seem to be able to remember one way or the other about Metropolitan News, is that right, at this moment?

MR. POTTER: I think the witness has been over-talked there.

MR. ROTH: I object.

THE COURT: He gets very angry if you talk.

MR. ROTH: I object to counsel talking.

THE COURT: The question is, as I said, a very simple one.

Since you came with the Dow Jones in May of 1964 do you know what allowances were made to the Metropolitan News, if any?

THE WITNESS: Specifically, your Honor, I don't recall.

THE COURT: You don't recall?

THE WITNESS: No.

Q Do you know that allowances were made to wholesalers?

A Yes.

Q Were they made to individual wholesalers selected at random or how?

A Obviously not. As I think I testified, wherever they were paid, they were paid on the basis of what we were trying to do to enlarge our sales.

Q And the wholesaler used that money, if he wished, to reduce the price of the publication to the retailer, isn't that right?

A If you are asking me what he used it for, I don't know.

Q He had the privilege of doing anything he wanted with it?

A I would suppose he would have the privilege.

Q And you didn't impose any specific obligation on him, did you?

A The arrangements we tried to make when indeed we got into allowance factor with that certain things would occur within the wholesaler's apparatus and obviously we could tell whether this was occurring or not.

Q Was it based upon volume?

A Not necessarily.

Q It was an inducement to increase sales?

A It was a marketing tool in the hopes of increasing sales.

Q He could use it as he wished?

A No, again I think in conjunction with what our people --

Q Your objectives were to increase the sales?

A Over a given period of time, yes.

Q In doing so it was his job and his discretion of how he was going to do it?

A No, it was generally agreed what the thrust would be as far as riding herd.

Q And what, for example, would you have given him for?

A Let's take an example of our people verifying that a given part of his marketing area was developing as far as people.

Q Was developing?

A Right. And, therefore, it looked to be that area that we should develop in the course of selling Wall Street Journals. We would define the area with him and he would establish a run to go out to.

Q How much was given to a particular wholesaler?

A It varied depending --

Q Let's have some figures.

A $5 a day up to perhaps 30, $40 a day.

Q 30, $40 a day would be $1200 a month, as much

as 1200 a month.

Do you recall any instance where that was given?

A No, I do not.

Q Outside of Metropolitan News -- I withdraw that.

Do you know of any wholesaler who covered more stands than the Union News, the total of the Union news-stands? In other words, did any wholesaler have three, four, five hundred customers?

A For the Wall Street Journal or just in his makeup of his accounts?

THE COURT: I think he is talking about your paper.

Q Your paper.

THE COURT: Any wholesalers. I think the question is whether they had more outlets, I suppose, tban the Union News had.

THE WITNESS: I don't think I can answer the question absolutely.

THE COURT: You don't know?

THE WITNESS: I don't think I know.

THE COURT: Well, you don't know.

Q Were you circulation manager during this time?

A I was not circulation manager, no.

Q What was your position in 1966 and '67?

A National manager of the news dealer sales division.

Q National manager for what?

A News dealer sales division.

Q The news dealer sales division mean news dealers local retailers, isn't that right? Did it mean the wholesalers?

A It meant wholesalers.

Q It didn't include the news dealers?

A I inherited the name. We changed the name as soon as we could to something else.

Q It wasn't your job to know how many customers --

THE COURT: Whether it's his job or not he says he can't answer your question. We ought to let it go at that.

Q You mentioned the various things that was to be done by the Union News Company for th is $500 a month. You mentioned posters, the rubber mats, and some other form of posters and you said maintaining prices.

What was the price that you wanted the Union News to sell your paper outside of the City of New York?

A We had a suggested price of 10 cents at that time throughout the country.

Q Throughout the country?

A Other than airlifted copies, yes.

Q So the copies that would go to the Union newsstands would not be airlifted?

A No, they would not.

Q They would be delivered through a wholesaler?

A Yes, I believe so in almost every case.

Q And the Union News Company you knew had stands all over the country?

A Yes, primarily in the east but throughout the country.

Q But even as far as the West Coast?

A Correct.

Q And it was an advantage to you that they maintained that price, is that right?

A Yes.

Q And they did maintain that price?

A Yes, as best I can recollect.

Q And your policy was to induce people to maintain that price, that is retail news dealers?

A No.

Q I am not going to get into an antitrust situation here.

A No, no inducement in our part at all.

Q We will drop this subject.

MR. ROTH: That is all, your Honor.

THE COURT: Any other questions?

MS. REICE: No, your Honor.

THE COURT: You are excused.

(Witness excused.)

THE COURT: I would like to get a report as to what they show as payments to the Union News during this period.

MR. ROSENBERG: During our conversation in my office yesterday afternoon with defense counsel I was advised that Mr. Henry Garfinkle is in Canada this week. He has been listed as a Government witness in the pretrial order and we do intend to call him. However, in the interest of expediting the trial the Government will rest at this time reserving its right to call Mr. Garfinkle upon his return to the New York City area.

THE COURT: All right.

MR. ROTH: Your Honor, I wonder if we can adjourn until 2.30 today because we will be starting our case. We have witnesses coming down.

THE COURT: All right.

We are adjourned until 2.30.

(Luncheon recess.)

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AFTERNOON SESSION

(2.30 p.m.)

MR. ROTH: We have a witness outside and he will be here in a minute.

Before that I have a couple of things. I want to say that I want to dismiss on the failure of proof under the order.

THE COURT: I think the Government has made out a prima facie case and I will deny that motion.

MR. ROTH: I don't think your Honor wants to hear any argument on that?

THE COURT: No, you have an exception.

MR. ROTH: Secondly, the order of the Federal Trade Commission from which there was an appeal in the Court of Appeals I think is not in the record. The final order of the Federal Trade Commission, that is.

I will put that in evidence.

MR. ROSENBERG: It is in evidence, your Honor.

THE COURT: He wants the original order. The one before it went up to the Court of Appeals, is that right?

MR. ROTH: I want all the orders in the record so we have a complete record.

MR. ROSENBERG: They are in the record.

MR. ROTH: Including the one before the final order?

MR. ROSENBERG: It's in the pretrial order set out in full.

MR. ROTH: I want to point out to your Honor that the body of the complaint doesn't correctly quote --

THE COURT: That is all right. You can point that out.

You want to be sure that the original order of the Federal Trade Commission is in the record.

MR. ROTH: That is right.

THE COURT: You say it is?

MR. ROSENBERG: It is, your Honor. The error in the original complaint filed by the Government was cured in the pretrial order.

MR. ROTH: I wanted your Honor to be aware of that.

THE COURT: I am aware of it.

MR. ROSENBERG: The full and correct order was attached as an exhibit to the complaint.

THE COURT: All right.

MR. ROTH: We are going to submit, your Honor, portions of some depositions as well. I don't think I need to encumber the record now but I would like your Honor's

permission to read one or two sentences from one of the depositions. It's a deposition of Mr. Loeb. This is at page 11.

THE COURT: I want it marked.

MR. ROTH: Page 10, line 13:

"Q At the time that you became aware of the present practices you didn't advise The Times that those practices were illegal, did you?

"A I did."

Then on page 11, line 13:

"Q Did you advise them that if the poster plan were not really carried out, but was more or less of an imposter or sham, that it would be illegal?

"A I don't know what I advised them to that, precisely that way, but what I advised them was, as I recall, as refreshed from that memorandum, was that I thought the poster plan was legal provided a similar opportunity was offered to other news dealers with whom -- who displayed or sold the New York Times.

"Q So that if they didn't offer that to others it would have been illegal, according to your advice?

"A I think so."

MR. ROSENBERG: Is that all from Mr. Loeb's deposition?

MR. ROTH: That is all at this time. I may later go over this deposition and offer parts of it.

THE COURT: We have a procedure on all these depositions and we will follow that.

MR. ROSENBERG: I will advise the Court in writing by Monday of such other parts of Mr. Loeb's deposition that the Government would deem to be pertinent.

THE COURT: Okay.

MR. ROTH: We will try the same by Monday and, if not, as soon as possible.

I call Bernard Green.

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BERNARD GREEN, called as a witness by the defendant, being first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. ROTH:

Q Mr. Green, what is your business?

A I guess we run a chain of retail news shops.

THE COURT: What is the name?

THE WITNESS: Eastern Newsstand Corporation. I would say it's a retail chain with news in the back shops with hotels, terminals, so forth and so on.

Q And you sell newspapers and magazines and things of that sort in these various stands or stores?

A Yes.

THE COURT: What is your position with Eastern?

THE WITNESS: I am president.

Q You are one of the controlling stockholders of that company?

A Originator and a stockholder, riht.

MR. ROSENBERG: Your Honor, I regret having to do this. But I must point out that Mr. Green is not listed as one of the witnesses in the pretrial order that the defendant chose to call. We did not know until yesterday that the defendant was intending to all Mr.

Green. This does come as a surprise.

THE COURT: I will hear from Mr. Green. If there is any reason for calling him back to give you a chance I will allow that too.

MR. ROTH: I discussed this with counsel a few days ago.

THE COURT: Let's go ahead.

Q How many locations did your company operate in 1960?

A I made a couple of notes.

In 1960 I would say we had roughly 10 or 11.

Q How many did you have in 1969?

A That goes back four years. I would say about 60 probably.

Q How many do you have now?

A Close to 80, 79, I think to be exact.

Q During this period did your profits, net profits, after taxes generally increase?

A I think we have had a pretty good line of progression during the years of profits.

Q Would you say that your profits have increased during that period from 1960 to '69?

THE COURT: I don't know what "several times" means.

MR. ROSENBERG: Objection.

THE COURT: Sustained.

A I wouldn't say several times. We had a normal progression.

THE COURT: Where are your outlets located?

THE WITNESS: We are about 95 per cent in the metropolitan area.

THE COURT: This metropolitan area?

THE WITNESS: Yes. We have some in Chicago, a couple of them in Cleveland, several in Chicago though.

Q I believe you recently or in the last year or two filed a registration statement with the Securities and Exchange Commission?

A January of '72.

Q In that statement you filed reports going back to 1967.

A Exactly.

Q Could you give us the approximate earnings for each one of those years?

MR. ROSENBERG: Objection, your Honor.

THE COURT: I am not quite sure where this is leading us.

What is the offer of proof on this?

MR. ROTH: This has two facets at least, if not

more. This is a competitor.

THE COURT: Are you in competition with Union News?

THE WITNESS: I guess we are.

THE COURT: You think you are?

THE WITNESS: We think we are. There are two companies and we are one of them. I guess there are many others in the same business.

MR. ROTH: When I use the word competitor --

THE COURT: Please ask questions and don't argue. He says he thinks he is in competition.

Q In the sense you sell newspapers --

A Not in a sense. We are in competition for locations rather than in competition for the dollar because our locations would have nothing to do with their locations.

Q When you say they would have nothing to do with their locations, what do you mean?

A We could have a newsstand in an office building and they could have one in an office building a block away and there is absolutely no competition between the two.

There may be competition for the location but not the dollar volume of the location.

MR. ROSENBERG: I move to strike the answer.

THE COURT: That is all right.

Q Coming back to the earnings for the period -- I haven't finished my statement.

I want to know that in the sense of competitors, he is the only competitor we know that could be mentioned in this case, at least that we know of, and could be called as a competitor in any sense that anyone wants to use that term.

I don't concede he is a competitor under the order.

THE COURT: He says he is in competition for location but not for dollar volume, all right.

Q For that year it was about $88,000.

For July 1967, that is.

A I believe we have gone from about that. A little under $100,000 up to our last statement which shows 300,000. That five-year period we stepped up to about that pitch.

Q June 26, '71, that statement showed 222,000.

A Exactly.

MR. ROSENBERG: Objection on the grounds of form.

THE COURT: You keep talking about a registration statement filed when?

THE WITNESS: January 1972. It became effective in January '72.

THE COURT: Have you got that registration statement?

MR. ROTH: I have the red herring here.

THE COURT: Show him the table.

MR. ROTH: We can have this marked for identification.

THE WITNESS: The figures didn't change from the red herring to the effective date.

THE COURT: Those figures represented the earnings --

THE WITNESS: For five years going back from 1967 to 1971 as shown here.

Q We don't need to clutter the record with this document as long as we have the --

THE COURT: If you want to offer the page of the prospectus, offer it. I take it there is no objection to that.

MR. ROSENBERG: No objection.

(Defendant's Exhibit F was received in evidence.)

Q Mr. Green, centering around the Grand Central area, what establishments do you have there?

A We have mainly office buildings around the Grand Central area. We operate in the Pan Am Building and

many office buildings in a radius around Grand Central Station.

Q Let's take Grand Central Station itself.

You have some stands in the Pan Am Building?

A We do.

Q And are one or two of them located in front of the ramp that leads down into the station?

A Located at the top of the escalators that lead down to the station.

Q And you have --

THE COURT: Let's stop this leading.

Ask him whether he has them.

Q What other stands and where are they in the Pan Am Building?

A We have three stands in the Pan Am Building. Two at the level of the top of the escalators which is considered the concourse of the lobby of the Pan Am Building and one upstairs which is sort of a building lobby entrance.

Q Do you have a portable stand there at any time?

A In the evening we put two little portables at the top of the escalators. The escalators leading down to Grand Central Station, that is. These are in the Pan Am Building.

Q What other newsstands or places to buy newspapers are there immediately around the station, right in the circumference and the same side of the street?

A I guess there are a dozen or two around the area.

Q I don't mean the area. I am talking about right outside the doors.

A Directly outside of Grand Central Station I would say there are eight to ten, maybe 12 to 16. I never counted.

There is one or two leading to every entrance to Grand Central.

THE COURT: These are sidewalk stands?

THE WITNESS: Yes, run by individuals, I assume.

THE COURT: They are not yours, they are other stands?

THE WITNESS: Nothing to do with us. They are individual entrepreneurs.

Q Up to about 1969 were you familiar with the stands that Union News Company operated inside the station?

A I would think so.

Q What stands did they have there?

A I don't know, 12 or 14 newsstands scattered around Grand Central.

Q Where would they be?

A In the waiting rooms, near the in-going trains and outgoing trains. Every exit, I guess.

Q As many as 14?

A I think at one time they may have had 14.

Q How many do they have now?

A I really don't know.

Q Isn't it a fact that there are fewer now than before?

A I think there are fewer now than they had.

Q Coming to your stands in the Pan Am Building what hours do they maintain?

A We open at 6.30 in the morning to 10 o'clock at night on the one big one.

Q What about the others?

A The others run from 7.30 to 6.

Q The portables of course only come --

A Two or three hours.

MR. ROSENBERG: Objection.

THE COURT: Don't lead the witness. Ask him questions.

Q What do you do on holidays?

THE COURT: Are your stands opened on Sunday?

THE WITNESS: We have one open. The big one

is open on Sunday. One stand is open on Saturday.

THE COURT: Generally speaking they are closed Sunday, Saturday and holidays?

THE WITNESS: Yes.

Q The one open on Saturday at the Pan Am, what hours does that keep?

A Roughly 7.30 to 4.30 or 5 o'clock.

Q And closed on Sunday?

A Yes. I may say --

Q I just asked that question.

Do you operate under a union contract?

A No, we don't.

Q I asked you if you operate under a union contract.

A We have one location under union contract.

Q Where is that?

A One of our hotels.

Q Do you know what hours the individual news dealers outside keep?

A I really don't. I would venture to guess at 11 to 6 o'clock, I would say.

MR. ROSENBERG: I move to strike.

THE COURT: You don't know?

THE WITNESS: No, I don't know.

THE COURT: They operate when they think people are coming in and out to buy newspapers?

THE WITNESS: Right.

MR. ROTH: No further questions.

CROSS EXAMINATION

BY MR. ROSENBERG:

Q Mr. Green, I believe you testified that the Eastern News Company has grown from 10 or 11 stands in 1960 to approximately 79 today?

A That is right.

Q Where are your newsstands located?

A We are in practically every major office building in the City of New York. That is our primary business. We do spill into a few hotels plus the terminal in Jamaica. Primarily we are an office building operator.

Q Are your stands all within the five boroughs of New York?

A All except seven in Chicago, three in Cleveland and everything else would be --

THE COURT: He is talking about the five boroughs.

Do you have stands in the Bronx?

THE WITNESS: Brooklyn, Queens, nothing in the Bronx.

THE COURT: Nothing in the Bronx?

THE WITNESS: No. We have one in rbooklyn, two in Queens and the majority would be in Manhattan.

Q Focusing on the period 1964 to 1969, if you can, can you tell us how many of your stands were in the metropolitan New York area?

A It's a little hard for me to do.

Q When did you acquire your stands in Chicago and Cleveland?

A We are in Chicago and Cleveland now about six years. If you take those six years off and take those ten stands off and getting back to 1960 when we had nine or so, everything else would be in that period from 1960 to, say, 1967 or '68.

Q What products do you offer for sale at Eastern Newsstands?

A Basically we sell newspapers, magazines, cigars, cigarettes, candies and such miscellaneous items as you find in a newsstand like a handkerchief, a comb, what the commuter might forget in the morning when he is coming to work.

Q When you receive bundles of newspapers from your suppliers do you do anything to alter their shape or content before reselling them to the public?

A We would physically open the bundle and hope our man would stack them up nice and neat and put them up for sale, count them, of course.

Q Mr. Green, have you ever been offered by any of your suppliers of newspapers -- have any of the newspaper suppliers with whom you deal ever offered you an agreement under the terms of which they would pay you a promotion or advertising allowance for some service that you or Eastern Newsstands would furnish to them?

A No, sir.

Q Never?

A Never.

MR. ROTH: May I get the answer to that?

THE WITNESS: Never. We are talking about newspapers, I assume.

MR. ROTH: I didn't get that.

THE COURT: How do you buy newspapers? Do you buy them from the newspaper or wholesalers?

THE WITNESS: It works both ways. There is a wholesaler that delivers in New York, Easter Fifth Avenue and Webster Fifth Avenue.

The News delivers directly themselves throughout the city.

THE COURT: I take it from your answer that

you haven't any arrangements with any of these newspapers for promotional allowances?

THE WITNESS: No, we haven't.

THE COURT: Do they give you signs to stick up?

THE WITNESS: Yes, signs come in in bundles quite often.

THE COURT: And posters of things that might appear in the Sunday Times?

THE WITNESS: Any specials. We try not to use them.

THE COURT: You try not to use them.

All right.

Q Have you ever asked your newspaper supplies for an advertising or promotional allowance contract?

A I would have to say yes to that because we were aware that it was a practice in the field but we got into the business at the time that the practice was diminishing.

Q When was that?

A Back in 1960 or '61 or '62 or '63. I think it's somewhat public knowledge that that practice was diminishing.

Q Which of your suppliers, if any, did you ask for an advertising or promotion agreement?

A I couldn't make it too specific but in talking

to the New York Post at one time and telling them "Look, we know these damn things exist, why don't we get something", or they don't exist and what is existing they aren't changing and we left it at that point.

Q Did you or did you not ask for such an agreement?

A We discussed the agreement.

Q Who did you discuss it with at the New York Post, if you recall?

A I would be able to answer that. We visit the New York Post very often. We have so many problems with them. Probably every time I get in there I give them a needle about trying to get a rebate but we never get anything.

Q No agreement from The Post?

A No.

Q From any of the other newspapers have you ever had a rebate or price allowance?

A Not from newspapers, no.

Q Did you ever testify in an action in this Court House called Periodical Distributors, Inc. against The American News Company?

A Yes, I did.

Q Were you called by the plaintiff or the defend-

ant in that action as a witness?

A I was called by the defendant, I guess.

Q Do you recall --

A No, I am sorry. I am wrong. I was called by the plaintiff.

47 Q Periodical Distributors, Inc. was the plaintiff. The defendants were the American News Company, the Union News Company, Henry Garfinkle, Pacific News Company and Manhattan.

Do you recall whether you testified on behalf of the plaintiff or the defendant?

A The defendant.

Am I correct.

THE COURT: He is asking you.

THE WITNESS: I am trying to remember who called me.

THE COURT: When did this happen?

THE WITNESS: It must be eight years or nine yearsago.

Q Mr. Green, would it refresh your recollection if I told you that the case was heard in the Southern District of New York in 1968?

A That would be less than five years. Maybe you are right. It seemed like more.

Q Did you give any testimony in that action with respect to the Manhattan News Company?

A I don't recall my testimony too well except, I think, I was called to somehow show that we were also able to exist in this business atmosphere as a competitor of Union News Company and that we did fairly well despite their being the Union News Company in the field.

Q What do you mean of beside their being in the field?

MR. ROTH: Objection.

THE COURT: I sustain the objection to that.

Do you remember what you testified about five years ago in 1968?

THE WITNESS: I recall very well Mr. Roth asked me questions about how we had grown and what size we grew to similar to what he has been asking me this mroning. I recall that.

What the objects were --

THE COURT: That is all you remember him telling you, the size of your company and how you grew?

THE WITNESS: Yes.

Q You testified that you were a competitor of the Union News Company and that you had --

MR. ROTH: I object to the question.

THE WITNESS: We have made it clear we are not competitors. We are competitors for locations.

THE COURT: The only question he is asking you is is it your recollection when you testified in this case about competition is that it was the same as you gave today, competition as to location?

THE WITNESS: Exactly.

Q Did you testify that you had had any difficulty in acquiring certain publications because of the refusal of the wholesaler, Manhattan News Company, to deliver them to you?

MR. ROTH: I object to that. They are talking about magazines.

THE COURT: If he remembers he can answer it.

THE WITNESS: I don't th i nk we have had any problems.

Q Did you testify to that in 1968?

A I may have.

Q Do you recall testifying specifically that the Manhattan News Company had interfered with your receipt of certain periodicals from the suppliers?

MR. ROTH: Manhattan has nothing to do with this case.

THE COURT: Do you remember testifying about that?

THE WITNESS: I don't recall.

Q Do you know who has a controlling interest in Manhattan News Company?

MR. ROTH: I object to that. It's irrelevant.

THE COURT: I will let him answer if he knows.

THE WITNESS: By hearsay --

THE COURT: Do you know?

THE WITNESS: For it to be a fact, I wouldn't know it to be a fact.

Q Do you today deal with the Manhattan News Company as one of your wholesalers?

A Yes.

Q Who do you deal with at Manhattan News Company?

A Their general manager, Sam Nichols, a fellow by the name of Ducher.

MR. ROTH: I object to any discussion on this.

THE COURT: I will let him answer.

Q Have you ever dealt with Mr. Henry Garfinkle in connection with the Manhattan News Company?

A No, sir.

MR. ROTH: I object.

THE COURT: He answered no.

MR. ROSENBERG: No further questions.

MR. ROTH: No other questions.

THE COURT: Thank you, Mr. Green.

(Witness excused.)

MR. ROTH: I call Mr. McCollough.

I might say this for the record because I am sitting here.

I was counsel in that case which was tried before Judge Graven and it is a fact that the witness didn't recollect. He was called by the plaintiff but he only recollects what the defendant asked him.

THE COURT: I think it would be pretty hard to recall thawt.

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WILLIAM McCOLLOUGH, called as a witness by the defendant, being first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. ROTH:

Q Mr. McCollough, can you hear me?

A I can.

Q By whom are you employed at the present time?

A Ancorp National Services, Incorporated.

Q How long have you been employed by that corporation?

A 39 years.

Q What is your position now?

A President of the corporation.

Q What was it in 1960?

A May I refer to my notes?

Q You may use your notes, if you wish.

A In 1958 I was assistant vice-president.

Q What were your duties?

A In 1958 as an assistant vice-president I was manager of what we call the home branch office at that time of the American News Company.

Q How long were you in that position?

A I was in that position until approximately 1963.

Q What was the function of the home branch division?

A The home branch at that time was a wholesale book, wholesale stationery, magazine subscriptions, advertising specialties with matches and advertising specialties.

Q How long did yobu say you stayed in that position? When did your job in the home branch end?

A Approximately 1963.

Q What was your next position?

A In 1963 I became vice-president and director of the corporation.

Q What were your duties as vice-president and director?

A As vice-president and director of the corporation I was in the Union News division.

Q What was the business of the Union News at that time?

A The Union News Company at that time was in the newsstand business, gift shops.

Q What was your next position?

A In January 1, 1969 I became president of the corporation.

Q What is the present status of the corporation

in terms of this Court House?

MR. ROSENBERG: Objection.

THE COURT: I don't know what that means.

MR. ROTH: It's in Chapter XI. We can take judicial notice of that.

MR. ROSENBERG: It's been stipulated to in the pretrial order.

THE COURT: The corporation is in Chapter XI?

THE WITNESS: Yes.

Q March of this year?

A It's a Delaware corporation which is in Chapter XI, DIP.

THE COURT: That was March?

THE WITNESS: March 20, 1973.

THE COURT: Is this Chapter XI proceeding pending where, in Delaware?

THE WITNESS: It's a Delaware corporation but it's in New York City.

THE COURT: The Chapter XI is pending in this court?

THE WITNESS: Yes, sir, Referee Ryan.

Q Mr. McCollough, would you examine these financial reports of Ancorp National Services, Inc. of 1962 through 1971 and tell us whether those are the annual reports issued

by the company to its stockholders and filed with the appropriate authorities?

MR. ROSENBERG: I think the record should reflect that the company changed its name from the American News Company to Ancorp in 1969 and that the first set of annual reports bear a different name.

THE COURT: Is that correct, Mr. McCollough?

THE WITNESS: The company changed its name but not the structure of the company.

THE COURT: It would be a different name on the reports?

THE WITNESS: That is right, your Honor.

These are the annual reports signed by the auditors. They are not involved in the particular annual reports all the way back but as I see it they are all signed by the auditing firm.

MR. ROTH: I am going to offer these in evidence. I want to make one or two remarks about them after that.

THE COURT: Is there any objection to these?

MR. ROSENBERG: We will stipulate that these are the annual reports of the company for the years in question.

(Defendant's Exhibits G-1 through G-10 were

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received in evidence.)

MR. ROTH: I would like to read a few of these items.

THE COURT: Couldn't you ask your questions? You can read from the exhibits later. I would rather have you ask the witness questions.

MR. ROTH: All right.

Q Examining these reports, will you tell us the net income ofthe company, that is Ancorp National Services, for the year 1971?

MR. ROSENBERG: May I inquire whether the witness is responding from independent recollection or merely reading --

THE COURT: Obviously he is looking at the reports.

Are these audited reports?

THE WITNESS: Yes.

48 THE COURT: What does it say for 1971?

THE WITNESS: The earnings per share --

Q Net earnings of the company.

A $83,000. $83,506 in 1971.

Q The report hasn't come out for the year 1972?

A No.

Q It's in the process of being made?

A Yes, sir.

THE COURT: Does the company have a fiscal year or do you operate on a calendar year?

THE WITNESS: The end of each year.

THE COURT: Calendar year?

THE WITNESS: Yes.

Q Tell me the net income for the prior year, 1970?

A $1,275,847.

Q Let's go to '69.

A In 1969 net earnings, $2,305,026.

Q And the previous year, 1968?

MR. ROSENBERG: I object to this procedure. The documents speak for themselves.

THE COURT: I will let him answer.

How far back are you going?

MR. ROTH: Another couple of years.

THE COURT: Your earnings had been declining?

THE WITNESS: That is right. I am just reading the records. I didn't prepare these records.

MR. ROTH: Do you want him to stop?

THE COURT: Put in 1968.

THE WITNESS: $2,784,054, that is for 1968.

Q Are you familiar enough with the affairs of the

corporation to state whether for the year 1972 it operated at a loss or a profit?

A The final figures, of course, are not out but it will come in with a tremendous loss.

THE COURT: Have you got any company figures that you prepared?

THE WITNESS: I do not work on the figures. I find somebody special to do that. That is why I hesitated on the fiscal and calendar year.

It's a matter of record. The anticipated loss, if I recall correctly, would be in the $20 million range. Of course, that is not final. I think that is a record in the Wall Street Journal.

Q During the period from the early '60s through 1969 or even to this date has the number of newsstands operated by Union News increased or declined?

A They have declined, sir.

Q Could you venture a percentage of the decline from 1963, say, to today?

A I couldn't recall the exact figure of the total decline.

Q Just an approximation.

A I would say approximately 15 per cent.

THE COURT: How much?

THE WITNESS: 15 per cent approximately. I am not quoting that as a true figure.

THE COURT: That is your estimate?

THE WITNESS: Right.

Q 15 per cent?

A Yes, 15.

Q In the area of office buildings in the midtown section of New York, did you acquire any new establishments? Let's take the last five years.

A I have to check the records.

Q You don't recall any new locations?

A No.

Q Did you lose any locations in any of the office buildings?

A We, in reality, do not operate in hardly any office Buildings.

Q What about Rockefeller Center?

A Rockefeller Center complex, that we do operate.

Q You operate there now?

A We do, yes, sir. I didn't clarify that as an office building in the complex.

THE COURT: Where do you work in New York City?

THE WITNESS: We operate in the entire area of New York City. We have the subway stands, all three

subway stands and the newsstands and every part of New York City, Grand Central Station, Penn Terminal, Jamaica Station, the Long Island Railroad as it goes out. We lease out large stands and going up from New York.

There has been a declining market in the suburbs, of course, from what we call the operation to what we call lease stands.

Q Do you operate under union contracts?

A Yes, we do, sir.

Q What unions do you have in your company?

MR. ROSENBERG: Objection.

THE COURT: I will let him answer that.

THE WITNESS: I would say we have a labor man in charge of that. But I would say practically any union that exists in some of our operations we have.

THE COURT: Are all your stands union stands?

THE WITNESS: Yes.

THE COURT: In the metropolitan area?

THE WITNESS: As far as my knowledge, they all are, sir.

Q Over the period from the early '60s through 1969 did you have increases in the Union News rates of pay for your union employees?

A Yes, sir.

MR. ROSENBERG: Objection.

THE COURT: Labor costs had been going up?

THE WITNESS: Yes, sir.

Q Did you or someone associated with you in the company caused to be made up a schedule showing the increases over an hourly rate over the years from 1959 to 1960?

A Yes, sir.

Q I show you this schedule which has been attached to the amended answers to interrogatories on the defendant's part and ask you whether this schedule was one that was prepared or a copy of one that was prepared showing those changes over the years?

A As far as I know this was the schedule prepared by labor, by the gentleman in charge of labor, Mr. John Scully.

MR. ROTH: I want to offer that in evidence.

MR. ROSENBERG: No objection, your Honor, but I will suggest that all of the amended answers to the interrogatories and all of the exhibits be introduced at this time.

THE COURT: I think I am a bear for punishment.

MR. ROTH: I am not going to offer them. If he wants to offer them that is up to him.

THE COURT: This doesn't go to the issue in the case except to the issue of the earnings that the union caused, is that right?

THE WITNESS: Yes.

MR. ROTH: I know your Honor doesn't want to hear argument but there is another point involved.

THE COURT: I will let the thing come in.

Why don't you mark it.

(Defendant's Exhibit H was received in evidence.)

xx MR. ROTH: I won't belabor the record with any reference to this.

Can you give me the leases.

MR. ROSENBERG: I don't warrant that these are complete lists of leases that you gave to me.

MR. ROTH: I don't blame you that you don't warrant it, in these days of Xerox.

THE COURT: Who are the company's auditors who were engaged In preparing your statements?

THE WITNESS: Peat, Marwick & Mitchell.

MR. ROTH: I am trying to avoid cluttering up the record with a batch of leases.

THE COURT: I hope you don't.

MR. ROTH: I will ask questions about them.

THE COURT: You mean the rents have gone up?

MR. ROTH: Not so much as the actual terms involved.

THE COURT: You have leases where the rental was based on whole or in part on sales?

THE WITNESS: Yes, sir. We have a combination, a minimum guarantee and a percentage beyond a minimum guarantee. We have so many I really couldn't quote them.

THE COURT: Some of them are straight leases?

THE WITNESS: Some are straight rental and some have percentages.

THE COURT: Others have a minimum rental perhaps with an increased rental based on sales?

THE WITNESS: Varying different leases all over the country.

Q Your major airports and terminals, would they be fixed leases or percentage leases?

A I would have to examine the lease to give you a correct answer. As I recall, there should be a minimum guarantee plus a percentage.

MR. ROSENBERG: Ancorp has net leases at all or some of its terminal locations, we stipulate to that.

MR. ROTH: We don't want you to stipulate net

leases. We want you to stipulate non-net leases.

THE COURT: We can waste all night on this subject. The leases say what they say. I am not sure that Mr. McCollough is too familiar with all these leases.

Do you negotiate all these leases?

THE WITNESS: No, sir.

THE COURT: Who does?

THE WITNESS: Some of these are on bids. They send out bids and you make proposals on them.

THE COURT: Do you have a special department that takes care of the leasing?

THE WITNESS: Not in reality, your Honor. If a lease would come in and it would be examined and somebody would go over it and take out pertinent information on it and it would be passed on and discussed with different people but not any specific department for this as such.

MR. ROTH: I think we will go into a few samples.

49 THE COURT: Do your financial statements show these annual reports? Do they show a breakdown as to rentals?

THE WITNESS: I think --

MR. ROTH: A breakdown?

THE COURT: Yes, among the expenses does it

show rentals?

MR. ROTH: What they show generally is the total in futuro lease obligations.

THE COURT: I am not worrying about in futuro lease obligations at the moment.

The rental rate was increased to your company over the period of each report, is that correct?

THE WITNESS: It all depended on the terms of the lease. Some of those leases, as they run out you might not recoup the lease because of ground proposals. It would be pretty hard to find as such. It could perhaps show in the annual report. The total amount should show.

Q Do these leases also contain requirements as to what you are to sell?

A They do --

THE COURT: What do you mean requirements as to what to sell, what do you mean by that?

THE WITNESS: Some of the leases, I can't quote them all from memory, would say you sell newspapers, candy, tobacco, define what you could sell and give an area on it because there might be another shop that has other commodities.

THE COURT: That is so the landlord isn't

leasing two premises next to each other selling the same thing, isn't it? That is the purpose of that. I can understand that.

THE WITNESS: It shows the commodities you are allowed to sell.

THE COURT: It gives you the right to sell tobacco and somebody else the right to sell bathing suits.

THE WITNESS: Right.

THE COURT: I understand that.

Q Do they contain conditions as to the kind of stands you are to operate, the character of the structure?

A Some leases you would have to get a blueprint or permission before you install the lease as to the over-all construction.

Q Did the leases contain requirements as to the hours of operation?

A Some leases specifically refer to hours of operation.

THE COURT: Is that quite useful in your leases?

THE WITNESS: I would say in some of them they are, particularly in a given area but I can't quote them all. We operate in 40 states and I couldn't do it, your Honor.

The lease will speak for itself on the question.

MR. ROSENBERG: I think I can collapse a lot of the testimony by stipulating that the leases permit the various locations to be open for long hours to handle certain products for sales and so forth. If the purpose of this line of testimony is to establish that they require that the stands be opened inordinate hours, I would ask that the particular provisions be noted.

THE COURT: How long do your leases run usually?

THE WITNESS: They run in different areas.

THE COURT: Let's talk about metropolitan New York. Let's get out west.

THE WITNESS: In the subway they run for three years. I couldn't quote them all in New York.

THE COURT: How about Grand Central?

THE WITNESS: Grand Central atthe present time, if I remember correctly, is on a year-to-year basis. I think that Penn Terminal is also --

THE COURT: Is it fair to say that your leases around the terminal areas of New York are long-term?

THE WITNESS: Grand Central was a three-year lease renewable from year to year.

MR. ROTH: Perhaps we should go to one or two of the leases.

THE COURT: I don't think Mr. McCollough can do

that. We are wasting a lot of time by showing a lot of papers.

MR. ROTH: Just one or two.

Q Take a look at this one dated January 5, 1959 with the Pennsylvania Railroad.

Does that contain a percentage clause?

THE COURT: That lease ostensibly covers what, Mr. McCollough?

THE WITNESS: This would cover various operations on the Penn Railroad. It's the exact operations. It does contain a percentage clause and a guarantee. It's a 10 per cent and a guarantee of $35,000. That is what the lease says without reading it all. An over road lease would cover certain units of Penn Railroad along the line.

THE COURT: Is that still in effect?

THE WITNESS: Yes, we are still in the Penn Railroad.

Q Does it contain a limitation on the price of newspapers, for example?

A The lease says not to use the premises, trains of the railroad company for any purpose other than for the exercise of the privilege herein granted, nor sell newspapers or periodicals upon said premises or trains at a price exceeding publisher's regular advertised retail

price therefore.

Q There is an exception of 50 miles away.

A Right.

THE COURT: We will take a short recess.

(Recess.)

BY MR. ROTH:

Q We were talking about these leases.

Did the leases contain any specific requirements with respect to the structures that are going to be used in the operation?

A Some of them would, yes.

Q With respect to hours, where you have terminals, do you keep open generally on holidays, Sundays?

A I would say we do keep some stands open. I think Mr. Mineo could answer that.

Q Le's take the situation such as Grand Central.

Do you keep stands open during the evening?

A They open up to a certain time during the evening, yes.

Q Do they keep open on Saturdays all day?

A I would have to check the records on that.

THE COURT: You are not familiar with that?

THE WITNESS: I am not familiar at this particular time.

Q Did you ask one of the employees of the company to prepare some sort of schedule of the hours?

A Yes, Mr. Mineo prepared it.

Q Instead of going through a number of these leases we might take one of these.

One is marked Grand Central Terminal lease. If no one objects I won't even mark it for identification so we won't have this extensive document in the record at all.

Does that contain a percentage clause?

MR. ROSENBERG: Your Honor --

THE COURT: I am afraid you have to mark it for identification anyway.

MR. ROTH: I think we have had enough of this subject.

THE COURT: I don't think the witness has any familiarity with these things.

THE WITNESS: Some of those are 40 pages. In so far as preparing the list I think Mr. Mineo prepared a list.

Q We have heard mention in this case so far of out of town prices.

Did you maintain the cover prices out of town for The Times, The News and The Post?

MR. ROSENBERG: Objection.

THE COURT: I guess we have to be clear on this. The testimony is that the newspapers had different prices for their newspapers whether they sold within the city or suburbs or whether they sold 50 miles out which is called the country, as I recall it. Sometimes there is a difference in price.

You sell these newspapers, your company sells these newspapers both in New York City and in the country, is that correct?

THE WITNESS: Yes, sir.

THE COURT: The question is do you sell them at the price the newspaper proposes you sell them and which is the price on the face of the newspaper?

THE WITNESS: We do not now.

Q Until the summer of 1969 did you sell those newspapers at the cover price out of town?

A We did.

Q And after 1969 when the rebates or allowances were cut off by these three newspapers as has been testified to, did you continue to maintain those cover prices out of town?

A No.

Q What did you do? How much did you add to the

price of the papers?

A I couldn't testify to that but Mr. Mineo prepared them.

Q Prepared the schedule?

A Yes.

Q You directed him to prepare such a schedule?

A That is correct.

Q That schedule shows what?

MR. ROSENBERG: Objection.

THE COURT: I am afraid poor Mr. McCollough can't testify about things that he doesn't know about.

Q There has been testimony here concerning your certain conversations that you may have had with representatives of newspapers in connection with additional payments to be made by these newspapers to your company.

Did you have any such conversations with any representative of the New York Times?

A Yes.

Q When was that, do you remember?

A I couldn't give you the exact date. It would be some time approximately in 1963. I amnot sure of the date.

Q Whom did you speak to?

A I don't recall the gentleman's name I spoke to.

Perhaps it was Mr. Nat Goldstein.

Q Do you recall the conversation at all?

A The conversation in any discussion was that we did not feel we were getting enough profit on the publication. We should get a better price.

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Q What year was that, did you say?

A I am not sure of the year but I would think it was in 1963.

Q Was it before or after an arrangement under which posters were being delivered specifically for certain considerations by The Times?

A As I recall it would be after.

Q It was after?

A Yes.

Q What happened? What did Mr. Goldstein say and what did you say?

THE COURT: He doesn't even know if it was Mr. Goldstein.

Do you have a clear recollection?

THE WITNESS: No.

Q Do you have any recollection of a conversation beyond what you have told us?

A No, I do not.

Q Did anybody comply with your request?

MR. ROSENBERG: I don't know what the request is.

THE COURT: He doesn't know what the request is. You said he didn't have enough profit.

Did anybody make arrangements so you could get more profit?

THE WITNESS: We didn't get any more profit than what we were getting at that particular time. What the figure was I don't know.

Q When you mentioned the profit did you say anything of asking for compensation to make up for the profit?

A I was asking for a better price so we could make up a better profit on the commodity.

Q I thought that was implicit in the statement.

How about The News? Did you have any conversations with them?

A Yes.

Q Whom did you speak to and when?

A Well, I knew Mr. Dudley Feldman, of course, wh o passed away, Sidney Kornish, and Mr. Carey.

Q What conversations did you have with them in connection with prices or discounts or rebates or allowances?

A My main conversation was to get a better price

allowance than we were being allowed.

Q When was that?

A I don't remember the exact time.

THE COURT: This was an allowance per hundred newspapers, something like that?

THE WITNESS: Yes.

Q Do you remember anything else about the conversation?

A With Mr. Carey?

Q Yes. With Mr. Carey or with anyone else at The News.

A I don't recall the exact conversation, sir.

Q I am not asking for exact conversations but the substance or general recollection of the conversation.

A As I say, it was mainly for price.

Q What happened in connection with the prices?

A The News gave us a price allowance of so much a month.

Q When was that?

A I don't remember the exact date, sir.

THE COURT: What do you mean by price allowance of so much a month? You mean payment?

A Yes, sir.

THE COURT: That was not based on newspapers

sold, this would be a price allowance?

THE WITNESS: Yes.

Q Was it tied in with posters in any way?

A They did send along some posters that were installed.

Q Was there any discussion as to calling this price allowance an advertising?

MR. ROSENBERG: Objection.

THE COURT: Sustained.

Would you see The News bills in your job that was sent to The News for these jobs?

THE WITNESS: Yes, your Honor, I would have seen them.

BY MR. ROTH:

Q Mr. McCollough, I show you this Government's Exhibit 50 and ask you to take a look at this first invoice, which goes back to 1967, and ask whether that refreshes your recollection as to whether this allowance was or was not as designated for advertising service?

THE COURT: I sustain an objection to that question.

Q Does this refresh your recollection?

MR. ROTH: Withdraw the question.

Q Does this refresh your recollection as to the situation?

THE COURT: Have you ever seen tht bill?

THE WITNESS: This particular bill? I saw bills. This is a bill like those bills. I wouldn't say that I saw that particular bill.

THE COURT: Like that bill.

MR. ROTH: This bill is in evidence and it says, "Please return duplicate invoice with your remittance to W. A. McCollough."

A That's how invoices were sent out.

Q And a number of them seem to have the same notation.

A Right.

Q Does that refresh your recollection as to the situation with respect to this matter?

THE COURT: I don't know what that question means, refresh your recollection.

Does it refresh your recollection as to what kind of arrangements you made?

Is that the question?

THE WITNESS: That was for the allowance of the $500.

Q That was the outcome of your conversation in which you requested additional moneys, is that it, additional profit?

MR. ROTH: Withdraw the question.

Q Were you familiar with the operations of the delivery of posters by The News?

A In what respect, sir?

Q When they were delivered, what they were used for?

A They were delivered to be displayed at our stands.

Q Were they delivered pursuant to the arrangement for the payment of this $500 a month?

A Did we receive them prior to the $500 a month? No.

THE COURT: Did you receive posters before you had made this arrangement?

THE WITNESS: Not to my knowledge.

THE COURT: Not to your knowledge?

THE WITNESS: No, sir.

Q How often did you receive posters for The News?

A Well, I wouldn't have any record of that. They came in to us, to the department that would send them out.

Q I am not talking about records. To your recollection.

THE COURT: I don't think you recall how often they sent the posters.

THE WITNESS: I don't recall how often they came in.

Q Mr. McCollough, you testified by deposition in this case, did you not?

A Yes, sir.

Q And did you sign that deposition?

A No, sir,

Q And subsequent to the receipt of that deposition you have gone over it, have you?

A Yes, sir.

Q And you have made a number of changes in that, have you?

A Yes, sir.

Q Do you have the copy of the depositon with your changes on it with you?

A Yes, sir.

Q Were the changes as a result of any refreshing of your recollection in any way?

A Yes, sir.

MR. ROTH: I think that is all of this witness at this time.

THE COURT: All right.

CROSS EXAMINATION

BY MR. ROSENBERG:

Q Mr. McCollough, I believe that in response to some of Mr. Roth's questions you were looking at some notes, is that correct?

A That's correct.

Q I wonder if I could have those notes marked for identification, please.

A It is in the deposition.

THE COURT: Were those the notes that you had, that deposition?

THE WITNESS: Yes, sir.

THE COURT: Okay.

MR. ROTH: The notes are the deposition?

THE COURT: I thought you had some other notes.

THE WITNESS: No, just from the deposition.

Q In the course of your direct examination here today did you look at any notes other than the notes contained in the copy of your deposition?

A No. I have nothing else but that, other than releases he showed me, that Mr. Roth showed me.

MR. ROSENBERG: May we have this marked for identification, please, as Government's Exhibit 66.

(Government's Exhibit 66 was marked for identification.)

xx Q Mr. McCollough, do you have ny recollection of when in 1963 you became vice-president in charge of the Union News division?

A I don't know the exact date. May I refer to this?

THE COURT: These are your notes in the deposition?

THE WITNESS: Yes, your Honor.

THE COURT: You don't remember?

THE WITNESS: I don't recall the exact time in 1963, no.

Q Do you recall whether it was the spring, the summer or the fall?

A I couldn't give you the exact date, but I think it was in the fall. I am not sure of the exact date.

Q And it was at the time that you became vice-president in charge of the Union News division that you first became substantiallly familiar with the newspaper operations of Union News, is that correct?

A Well, other than prior to that, I was in charge of what they called the handling of the records and selection of the magazines and pocket books on the Union News Company's stands.

Q So you moved into the newspaper operation side of the business some time in 1963?

A Not just the newspaper division, sir. That was a part of the overall operation of the Union News Company.

Q No, no, but that became one part of your responsibility to the company?

A That was one part of it.

Q I believe you said that the Delaware corporation filed a Chapter XI this year.

A That's right, sir.

Q Which corporation is that?

A The Delaware corporation is that corporation where all our restaurants, newsstands --

Q What is the name of that corporation?

A Ancorp National Services, Incorporated.

Q To your knowledge, sir, is the Union News Company a separate company today?

A No, sir.

Q What is it?

A It is part of the corporation, Ancorp National Services.

Q Are there any subsidiary companies of Ancorp today?

A Yes, there are.

Q What are they?

A Well, I would have to check the exact classification from my records to be sure. We have the Boatel Corporation, Canadian Wholesale Book, the Ancorp New York Corporation and the Banner Book Company and the Ancorp -- it's not the Ancorp Leasing -- I could supply you with a list and give you the exact information.

Q That is unnecessary.

Have any of those companies filed in bankruptcy?

A No, sir.

THE COURT: What does Ancorp New York do?

THE WITNESS: Ancorp New York is that corpora-

tion which has the newsstand oprations in the Port Authority, Marine Aviation and the Staten Island Ferry. I could furnish a list of them.

THE COURT: In other words, some of the newsstands in the metropolitan area are operated by Ancorp New York and others by Ancorp National Services, is that right?

THE WITNESS: Yes, your Honor.

THE COURT: Do you remember how many of them are operated by each company?

THE WITNESS: I couldn't give you the exact figure, but under Ancorp New York Corporation is approximately ten.

THE COURT: Ten?

THE WITNESS: That's right, and all the rest are under --

THE COURT: They are part of the Port Authority, you say?

THE WITNESS: The Port Authority and Staten Island, St. George's Ferry, and the Marine Aviation which is the South Ferry.

THE COURT: How long has Ancorp New York been doing this?

THE WITNESS: I don't have the record of when it

was formed.

THE COURT: You don't remember?

THE WITNESS: I do not. That would all have to be gotten from our financial vice-president.

THE COURT: Do you know whether Ancorp New York existed when you became vice-president in '63?

THE WITNESS: It did not exist at that time, I am positive.

THE COURT: You are positive of that?

THE WITNESS: I am positive.

THE COURT: Some time after that?

THE WITNESS: It was after that, sir.

Q Mr. McCollough, you testified on direct examination that Ancorp's net earnings declined during the years 1966 through 1972.

A I testified and read the figures, sir.

Q May I ask you whether you know whether Ancorp's figures increased or declined in the years 1962 through 1968?

A Whether they increased or declined?

Q Yes.

A I'd have to see the record from each year. There is a ten-year record, I think, in one of the annual reports -- I am not sure -- which would give the inform-

ation.

Q Let me draw your attention to what has been marked Defendant's Exhibit 7, the annual re;ort for the ;ear 1968.

THE COURT: It is not Exhibit 7.

MR. ROSENBERG: Sorry, G.

THE COURT: G.

Q I call your attention to a page marked, "Nine-Year Statistical Summary," and ask you if that refreshes your recollection concerning the history of Ancorp's earnings between 1962 and 1968?

A Sir, the figure I read was from the front of the page which Mr. Roth asked me to read. It is these two figures here. I did not read from those figures.

Q Would you look at the figures that I have drawn your attention to and tell me whether they assist you in recalling whether Ancorp's net sales increased or decreased in the years '62 to '68?

A Well, the record shows its sales increased.

MR. ROTH: You are talking about sales only?

THE WITNESS: Sales.

Q Mr. McCollough, do you know whether the net sales of the Union News Division of Ancorp National Services have increased or declined since 1962?

A I do not have the figures available to discuss it.

Q Do you know whether the Union News Division of Ancorp has been a profitable division in each of the years from 1962 to date?

A Those questions would have to be answered by the financial vice-president.

THE COURT: You don't know.

THE WITNESS: I don't know. I don't compile the figures.

Q In 1972 --

A I don't recall.

Q -- for which we don't have the figures --

A Yes, sir.

Q -- you testified that there would be a substantial loss; that is what the figures will reflect when they are finally audited.

A I testified there will be a loss.

Q Were there any extraordinary losses in 1972 that the company suffered?

A Those figures are not complete yet, sir.

THE COURT: I don't think that was the question. He wanted to know whether there was any extraordinary factor occurring in 1972 which affected your

earning position, anything unusual happen in '72?

THE WITNESS: Your Honor, that would have to be answered by financial people.

THE COURT: You don't know?

THE WITNESS: I do not recall.

Q Mr. McCollough, you testified on direct examination that the leases that Ancorp National Services had with Pennsylvania Railroad Company and a few of your other landlords contained provisions having to do with what products were to be sold on Union newsstands, is that right?

A I said some of the leases would have provisions in them. I couldn't spell out the exact ones. I don't recall spelling out the exact ones.

Q Did you also testify that some of the leases contained provisions governing the number of hours when the stands would be opened?

A Some of them would have that in it.

Q And did they also contain provisions relating to the price at which you were permitted to sell products on the Union newsstands?

A The one that Mr. Roth showed me, which was the Penn Railroad, as I recall I read the clause from that.

Q How long has Ancorp or its predecessor, the American News Company, had leases at the Pennsylvania Rail-

road Station terminals?

A I would like to, if I may, your Honor, correct one terminology, sir.

Q How long have Union newsstands been at the Pennsylvania Railroad Terminal Station?

A I do not have the information, but may I correct the terminology? There was no predecessor. It was just a change of name. Same corporation.

Q Do you know how long Ancorp or the American News Company had stands?

A I could not tell you, sir, without checking the records.

Q Were there stands at Penn Station in 1963 when you became vice-president?

A Yes.

Q Have you any idea how long before that there were stands in Penn Station?

A I do not know the extent of the time that we have been in the Penn Terminal. Records could be checked, though, sir.

Q How about Grand Central; do you know how long you had stands at Grand Central?

A I could not tell you how long they have been in there, no, sir.

Q Kennedy Airport?

A Kennedy Airport, we do not have all the stands at Kennedy Airport.

Q How long had you had stands at Kennedy Airport?

A I could not tell you, again, the length of time that we had the stands at Kennedy Airport, but the records could be checked to determine that, sir.

Q You don't know how long you had stands at any location prior to 1963, is that right?

A I do not recall the length, as I said before, with the many leases we have, sir.

Q But it is your testimony that some or all of these leases contained the provisions which you just described governing hours?

THE COURT: He didn't say all of them. He said some.

Q Some?

THE COURT: The ones that were shown to him by Mr. Roth. He doesn't know about all of them.

THE WITNESS: I couldn't remember.

Q How many times did Ancorp National Services or the American News Company renew these leases?

A I couldn't answer that, sir.

Q Prior to 19&2 have you ever cancelled any of

your leases in any terminal?

A I do not recall.

Q Can you think of any example?

A I do not recall. The records could be checked to verify it. I can't give out that information.

Q I believe you also testified on direct examination that up until 1969, when you had the various agreements with y our newspaper suppliers, you maintained the cover price of the papers out of town, is that correct?

A That's correct, sir.

Q Does Ancorp maintain something called a price book?

A Do we maintain a price book?

Q Yes, sir.

A Not that I know of.

Q Do you know whether Ancorp National Services maintains any kind of a notebook containing a schedule of prices at which periodicals and newspapers will be sold at the Union newsstands?

A I would have no knowledge of that.

Q How do you know, sir, that the Union newsstands throughout the country sold periodicals at the cover price? What is the basis of your knowledge of that fact?

A When you say periodicals, are you referring to

magazines, sir?

Q Let's for the moment confine ourselves to newspapers.

How do you know that the newspapers at Union newsstands outside the metropolitan New York area were sold at the cover price?

A Of my own knowledge I would not know that, but Mr. Mineo, who worked in the newspaper department, could perhaps give that information.

Q But you know that after 1969 the newspapers were sold at greater than cover price beyond the metropolitan New York area, is that right?

A They were increased, yes, sir.

Q How do you know that?

A That record would have to be from the newspaper department and from Mr. Mineo.

Q Do you have any direct knowledge of that fact?

A Other than the records that Mr. Mineo prepared, and I do not have them here, I do not.

Q You don't have any personal knowledge, though, of the prices at which the several New York papers are sold at stands outside the New York area now, do you?

A I could not give you that information.

Q So your testimony on direct was based on the

schedule prepared By Mr. Mineo?

A Right, sir.

Q Now, Mr. McCollough, have you ever had occasion to read the final modified order of the Federal Trade Commission in which the American News Company was a respondent?

A Legally, I don't know what that --

THE COURT: He just asked if you read the final modified order. What was the date of it?

THE WITNESS: I don't know.

Q Let me show you Government's Exhibit 58, the modified order to cease and desist in the matter of the American News Company and the Union News Company, and ask you if you have ever seen that before.

Mr. McCollough, have you had a chance to read Government's Exhibit 58?

A This one?

Q Yes.

A Yes, I just read it.

Q Have you ever seen that before?

A I --

MR. ROTH: May I take a look, sir?

MR. ROSENBERG: Sure.

THE COURT: You don't recall?

THE WITNESS: I don't recall. I seem to recall reading it and yet I am not really familiar with it, so perhaps I did read it, I'll say, yes.

Q No specific recollection?

A I don't recall exactly reading it at the time. I think I did read it at one time.

Q Do you know whether the American News Company or the Union News Company was ever involved in a proceeding before the Federal Trade Commission?

A I have heard they were, yes. I do know they were.

Q What do you know?

A I was not involved in this proceeding.

THE COURT: You were not involved?

THE WITNESS: No, sir.

Q What is your present understanding of what the Union News Company's involvement was before the Federal Trade Commission?

MR. ROTH: Objection. I don't think that is at all relevant. There is a record here and we are talking about an order.

THE COURT: I will let him answer if he recalls.

You know the company was involved in a proceed-

ing with the Federal Trade Commission, is that right?

THE WITNESS: I do.

THE COURT: Do you remember what it was about?

THE WITNESS: As I recall, it was with reference to allowances.

Q Any idea of when that proceeding took place?

A I do not know the date. I do not recall.

Q Do you recall if that proceeding resulted in any order from the Federal Trade Commission?

A I recall there was an order.

Q Was that order the same order as the one I showed you in Government's Exhibit 58?

A I couldn't say if that was the same.

Q In March of 1963, Mr. McCollough, did you receive this interoffice memorandum which has been marked Government's Exhibit 61-3A for identification?

A It certainly could have come across my desk. I see it has my initial on it.

Q Could you identify that for us, please?

A In what way, sir?

Q Who is that memorandum from?

A It is from Henry Garfinkle, president.

Q Who is it addressed to?

A It is addressed to all officers, executives of

the American News Company and the Union News Company.

MR. ROSENBERG: Your Honor, this is Exhibit 61-3A to the defendant's answers, amended answers to the plaintiff's interrogatories. I offer it in evidence at this time.

MR. ROTH: No objection.

THE COURT: It will be received.

(Government's Exhibit 61-3A was received in evidence.)

xx

Q Mr. McCollough, let me draw your attention to the language on the top of page 2 of this memorandum, reading:

"All officers and executives must familiarize themselves with the substance and import of this order and must report promptly any information from any source whatsoever which might indicate the existence of a present violation or the danger of a potential violation of the above order with respect to any contracts, programs, plans or agreements to which the American News Company or the Union News Company is a party."

Page 1 contains a copy of an order from the Federal Trade Commission.

Now, do you recall receiving this memorandum?

A As I said earlier, I don't recall, but I must have received it because it has my name on it, so it must have come across my desk.

Q What did you do after you received that memorandum, if anything?

A I don't recall doing anything.

Q Did you do anything to familiarize yourself with any programs, plans or agreements that the American News Company or the Union News Company had with any of its suppliers?

A No.

Q Did you make any inquiries to find out whether the Union News Company or the American News Company had any such agreements?

A Agreements in what respect, sir?

Q Agreements with its suppliers.

A No, I did not.

Q But you did read the order when it came around in Mr. Garfinkle's memorandum?

A I said I must have read it. I don't recall it. It has my name on it. It must have come across My desk, so I must have read it at that time.

Q After getting this memorandum in March of 1963 did you have occasion to speak with anyone from the New York

Times?

A I spoke with the people at the New York Times, yes.

Q I believe you testified on direct that you may have had a conversation with Mr. Nat Goldstein.

A I did, sir.

Q Now, do you recall whether there was a newspaper strike in New York City in the winter of 1962-63?

A I don't recall. I know there was a newspaper strike, but I don't recall when it was.

Q A long strike, about 114 days?

A I don't know.

Q No particular recollection?

A No, not of the length, no.

Q Do you recall having any conversations with anyone from the New York Times after the strike was over?

A I could have had, but I don't recall the length of the strike.

Q Do you remember in 1963 what the terms of the agreement were between the Union News Company and the New York Times?

A The terms in what respect, sir?

Q Let me ask you this:

Were you aware in 1963 of whether the Union News

Company had an agreement with the New York Times for the display of advertising posters or placards?

A I was familiar that they had had an agreement.

Q Do you recall how much The Times was paying Union News each month?

A I do not recall the exact figure.

Q Does the figure $2000 a month ring a bell?

A That could be the figure. Our records could be checked to determine it.

Q Now, did there come a time in 1963 when you spoke with anyone from the New York Times with respect to the amount of money The Times was paying Union News for the placards and the promotional material?

A I don't recall doing so.

Q Do you remember whether the agreement was modified in any way?

A Not that I recall.

Q Do you remember asking Mr. Goldstein for additional money in 1963?

A As I testified, I could have asked for an additional price allowance.

Q And do you recall what he said to you in response to that request?

A I do not recall.

Q Do you recall whether the agreement with The Times for the posting of placards was modified by an increase in the amount of money The Times paid Union News beginning some time in 1963?

A No, I do not recall.

Q Mr. McCullough, I show you a stack of invoices which are Government's Exhibit 33, call your attention to just the first one in the group, June 2, 1969, "Rental of space in newsstands for New York Times advertising signs for month of June '69, 528 locations at 4.90, $2587.20."

Does that refresh your recollection as to the terms of the agreement between The Times and Union News beginning after 1963?

A This is certainly an invoice to Mr. Nat Goldstein.

Q Well, let me turn back to January 4, 1965, and call to your attention that invoice, the same price, same number of locations, same price per location, statement at the bottom of the invoice,

"Please return duplicate invoice with you remittance to W. A. McCollough, vice-president."

A Right, sir.

Q Do you recall whether that or similar invoices came back to you?

A Well, the invoices would not necessarily come back to me. The payments would come back and be recorded. The invoices certainly were sent out by that method.

Q Pursuant to your direction?

A They were sent out from my office, right.

Q In 1964 did you have any conversations with any members of the circulation department of the New York Daily News?

A Yes, I could have had with, I think, Mr. Carey.

Q Do you recall what the substance of your conversations with Mr. Carey was?

A Well, it had to do with a reference to price allowance. I don't recall the exact conversation, sir.

Q Did you have any discussion with Mr. Carey about establishing a promotional or advertising campaign for the New York Daily News at Union newsstands?

A A price allowance.

Q A price allowance, but not promotional campaign?

A I wouldn't call it promotion.

Q Mr. McCollough, let me show you what has been marked as Government's Exhibit 41 for identification and ask you if you can briefly identify what this is.

MR. ROTH: May I look at that, sir?

MR. ROSENBERG: Certainly. It is 41.

A Well, this is in reference to vending machines.

Q Let me ask you, is that your signature at the bottom of the letter?

A Yes, sir.

Q This is the letter dated August 4, 1964, from you to Mr. Dudley Feldman, circulation manager of The News, is it not?

A Yes, sir.

MR. ROSENBERG: The Government offers Exhibit 41 at this time.

MR. ROTH: No objection.

THE COURT: Received.

(Government's Exhibit 41 was received in evidence.)

xx Q Mr. McCollough, let me draw your attention to the third paragraph of your letter of August 4, 1964. You say:

"In reference to the advertising placards, if you will arrange to send them to my attention, we will see to it that they are put into use immediately."

Does that refresh your recollection at all about the nature of the agreement that you reached with the Daily News?

A This could be the posters that we referred to.

Q The posters?

A Yes.

Q Now, today, is it your recollection that the agreement that Union News reached with the Daily News was just a price allowance or was it an arrangement for the payment of moneys for a poster campaign at Union newsstands?

A I would say it was a price allowance.

Q It was a price allowance.

Now, did the Daily News initiate negotiations for this price allowance with you or did you initiate negotiations with the Daily News?

A I do not really recall whether I initiated the negotiations or not. I did discuss with them, as I reported earlier, the advertising -- the price allowance.

Q But was this an agreement that the Daily News sought to get from the Union News Company?

A I wouldn't classify it as sought to get, but I would say they were in agreement to it, because they agreed to the price allowance arrangement.

Q Do you recall whether you made the first overture or whether Mr. Carey or Mr. Feldman made the first overture?

A I don't recall. As I say, I could have discussed the price allowance with them myself.

Q This was an agreement that both sides made and sought to make?

A I'd say it was an agreement that both sides made, yes.

Q Just why exactly was it that the Daily News wanted to grant Union News a rebate or price allowance?

A Well, I guess they realized that there was not enough profit in handling newspapers on the price that we were getting from them.

Q It was sort of benevolence?

THE COURT: Strike that out.

Q Mr. McCollough, let me show you Exhibit 50, which is a set of invoices from Union News to the Daily News, and draw your attention to the words appearing below the line across the middle of the invoice.

A "This week ending" --

Q Actually those words (indicating).

A "Advertising services."

Q "Advertising services."

Now, this invoice states at its bottom, does it not:

"Please return duplicate invoice with your

remittance to W. A. McCollough, vice-president."

A That's right, sir.

Q Did you prepare or cause this invoice to be prepared?

A I did not prepare it.

Q Was it at your direction that it went out to the Daily News?

A Yes.

Q And it states that it is for advertising service.

A It so states that.

Q Could you explain how this price allowance agreement came to be called an advertising service?

A Well, as I -- the only way I can explain it, advertising, as the category goes, if you are goin to do something with somebody in advertising and carry on a large advertising campaign, and the posters were minute to the arrangement of the payment, so I wouldn't categorize it as an advertising allowance, I would categorize it as a price allowance.

Q This was primarily a price allowance with The News and the posters were really an incidental part of it?

A Minute, yes.

Q Then how come the Union News invoices refer to

the service as an advertising service?

A I would say that the paper agreed to the invoice being sent that way because they paid them and if they had not agreed to it they would have rejected them and not paid them.

Q Is it your testimony that someone from The News insisted that these invoices be prepared with a fraudulent label, "Advertising service"?

A I wouldn't say that.

Q Well, then, what is your testimony today?

MR. ROTH: I object to his use of the word "fraudulent" label.

THE COURT: Well, I think really the question is, how did these words "advertising service" originate in those invoices, do you remember?

THE WITNESS: I could not recall.

THE COURT: You don't remember?

THE WITNESS: I do not.

THE COURT: You do remember they went out from your company to The News and they were paid?

THE WITNESS: Yes, sir.

THE COURT: That is what they had on them?

THE WITNESS: Yes, sir.

THE COURT: Okay. I think we will adjourn for

the day, gentlemen.

Adjourned to 10 o'clock tomorrow morning.

(Adjourned to Thursday, July 12, 1973, at 10.00 o'clock a.m.)

UNITED STATES OF AMERICA

vs. 70 Civ. 5770

ANCORP NATIONAL SERVICES.

New York, July 12, 1973;
10.00 o'clock a.m.

(Trial resumed.)

- -

W I L L I A M M c C O L L O U G H , resumed.

CROSS EXAMINATION (Continued)

BY MR. ROSENBERG:

Q Mr. McCollough, you were examined, were you not, at a pretrial deposition in this case?

A Yes, sir.

Q That was in August of 1971, wasn't it?

A Whatever the date showed. It was around August, yes.

Q Do you want to consult any notes to refresh your recollection?

A It was in August. August 17, 1971.

Q Have you ever had occasion to review the transcript of your deposition?

A I have, sir.

Q When was the first time you reviewed it?

MR. ROTH: I don't think it's material when he first reviewed it.

THE COURT: He can tell us.

THE WITNESS: I reviewed it and I don't remember the date I got it back.

Q Do you think it was in 1971?

A I would say it was.

Q Did you execute the transcript of the deposition when you got it back?

A That would --

THE COURT: Did you sign the deposition?

THE WITNESS: No, sir, I did not.

Q What did you do?

A I read it over.

Q Then what?

A I realized changes had to be made.

Q When did you make changes in the transcript of your deposition?

A It was right after I got it. I don't remember the exact date, sir.

MR. ROSENBERG: May I have this marked for identification, please.

xx (Government's Exhibit 67 was marked for

identification.

MR. ROTH: What is that? It's a schedule?

MR. ROSENBERG: Let me let the witness identify it.

Q Mr. McCollough, do you recognize Government's Exhibit 67 for identification?

A Yes, sir.

Q What is that?

A It's a letter I wrote to my attorney saying that certain changes would be necessary on my deposition.

Q The date of that letter, sir, is what?

A March 1, 1972.

Q Did you write that letter to Mr. Roth on or about March 1, 1972?

A I would say I did, sir.

Q Does this letter contain all the changes in the transcript?

A No, sir.

Q That you wanted to make at the time?

A At that particular time.

Q After reviewing the transcript of your deposition in March of 1972 you made the changes indicated in this letter?

A I made those changes on the deposition with the

further changes to be made.

Q Did you review the deposition transcript at a later date?

A I reviewed it continuously, sir.

Q When was the next time after you wrote Mr. Roth this letter that you reviewed your deposition?

A I don't recall.

Q Was it within a year after that?

A I would say it was before that.

Q After your next review of your deposition transcript did you sign it?

A I did not, sir.

Q When was the last time you reviewed your deposition?

A I guess on the Long Island Railroad train coming to work yesterday morning.

Q And you didn't sign it at any time thereafter, did you?

A I did not sign it because there were some things that I realized that needed to be changed and when I hold my hand up and say to the good Lord that I will tell the truth and the whole truth, that is what I do to the best of my belief.

Q Do you have the transcript of your deposition

with you?

A It's the one I gave you yesterday, sir.

Q I don't have it.

A It's right here, sir.

Q And this is unsigned?

A Yes, sir.

Q Would you care to make any further changes in it before subscribing to it?

A I would like to go over it in its entirety to make sure.

MR. ROSENBERG: I ask Government's Exhibit 66 for identification be admitted at this time as the latest set of answers to Mr. McCollough's deposition although unexecuted.

MR. ROTH: I completely object to this. He is try ing to put a whole deposition of this man's deposition before trial and here he is.

THE COURT: This is a deposition of a party and there has been plenty of time to change the areas in the deposition taken August '71, that is almost two years ago. He could have made the chanGes.

I would think in the normal course this would have been worked out and the deposition signed. If it was signed it would be used for any purpose.

MR. ROTH: Could it be simply dumped in as evidence in full?

THE COURT: If the Government wants to. It can be used for any purpose. I will do this:

I will receive this in evidence and I will allow Mr. McCollough and you, if you want to make any more changes, to submit an affidavit of what additional changes you are making on it.

MR. ROTH: We are not thinking of those changes. I was thinking only of the fact that there is no question of relevancy. Suppose there are objections?

THE COURT: The Government is entitled to use it.

MR. ROTH: Just drop it right in?

THE COURT: Yes.

MR. ROTH: If your Honor feels that way, all right.

(Government's Exhibit 66 was received in evidence.)

xx MR. ROTH: This is the one with the changes in it?

MR. ROSENBERG: Yes, sir.

Q Mr. McCollough, just to make the record clear, would you look over Government's Exhibit 66 and tell us

if it contains all the changes which at least up to the present you want to make in that transcript?

A Up to the present.

Q But at some future date you might want to make additional changes?

A I want to be sure my answers are correct.

Q Absolutely.

I believe you were telling us yesterday about the price allowance agreement that you had with the Daily News.

A We were discussing that yesterday, yes, sir.

Q If I recall correctly, it was your testimony that this agreement was substantially a price allowance granted by the Daily News to the Union News Company?

A Right.

Q And that the posters were merely an incidental feature of that agreement?

A Right.

Q Mr. McCollough, showing you Government's Exhibit 50, a set of invoices issued by the Union News Company to the Daily News which invoices state at the bottom:

"Please return duplicate invoice with your remittance to A. W. McCollough" --

THE COURT: Haven't we been through this yesterday? I know it says that. Let's not go through it all over again.

Q Mr. McCollough, it was at your direction that the invoices stated advertising allowance, wasn't it?

THE COURT: He said these invoices were prepared under his direction. Let's not go over the same ground.

Q Do you remember having any conversations in the late spring of 1964 with Byron Greenberg?

A Yes, I did have a conversation with Byron Greenberg.

Q Do you know what position he holds with any newspaper or any employer?

A I am not sure of his title at this time.

Q What newspaper was he with?

A The Post.

Q Did you have any discussions with Mr. Greenberg in the late spring of 1964 concerning business relations between The Post and Union News?

A Yes.

Q If you can recall, what were the substances of your discussion with Mr. Greenberg?

A I will try to recall it. They raised the

price of what they call the weekend edition and the price that we were allowed for that after they raised that price did not give us a proper profit and I asked him if we could get a better price allowance from them.

Q Isn't it true, Mr. McCollough, that after the New York Post changed its weekend or Saturday edition cover price from 10 to 15 cents Union News withheld payments to the New York Post?

A I would have to check the records on that. There could have been, as far as payments not being paid or withheld, there could have been, yes.

Q You were delinquent on your account with the New York Post?

A Yes.

Q For approximately a month until you worked out your agreement with Mr. Greenberg, is that right?

A I think the normal procedure of newspapers would have to be checked. They are paid a month behind.

Q Didn't you fall a further month behind as a result of this disagreement?

A Yes.

Q Wasn't it at a time when the Union News Company was $44,000 behind in its account to the New York Post that you reached your agreement with Mr. Greenberg?

A I can't remember the exact figure but if we were behind 44,000 our normal charge with The Post runs $31 a week.

Q 44,000 in addition to the ordinary time lag.

A I couldn't testify to the figure. It could have been.

Q What was the nature of the agreement that you reached with Mr. Greenberg?

A He was going to give us a price allowance of $50 a month.

Q Wasn't The Post already giving you a price allowance based on $1 per hundred in the country area, 25 cents per hundred in the suburban area?

A They did that in former years, yes.

Q When did that stop?

A As to the actual date, I do not know. But it did stop.

52 Q Would you say it stopped before the time you made this agreement with Mr. Greenberg in 1964?

A I think it did.

Q Now the agreement in 1964 was a price allowance agreement, is that right?

A That is right.

Q $50 a month from The Post?

A That is right, sir.

Q To the Union News Company?

A Right, sir.

Q And following that agreement did the Union News Company issue any invoices to the New York Post?

A It did, sir.

Q I show you Government's Exhibit 10 and ask you if these are the invoices issued by the Union News Company to The Post?

A I would say they are.

Q At the bottom of them don't they state:

"Please return duplicate invoice with remittance to Mr. McCollough"?

A Yes.

Q And they are for advertising services?

A Yes.

Q But your testimony is that they are not for advertising service?

A I would say the price allowance. I think Mr. Greenberg when I asked him said it was for price allowance.

Q Was it at your direction that this invoice was prepared bearing the phrase "advertising service"?

A It was, the same as the Daily News.

Q How did it come to pass that this price allowance was characterized on your invoices as an advertising service?

MR. ROTH: Haven't we covered that subject?

THE COURT: He is talking about The Post. He can answer if he has any recollection of it.

THE WITNESS: It's the same as the Daily News.

Q In what sense, sir?

A That the bills said advertising. The Post did send along posters which were minute, as I recall.

Q So the basis of the agreement was the posters sent by The Post to the Union News Company?

A The posters were a minute situation in comparison to the price allowance, I would say.

Q Do you recall in the fall of 1965 having any conversations with anyone in the circulation department of the Wall Street Journal?

A I don't recall the exact date but I did have a conversation with someone in the Wall Street Journal, yes.

Q Do the names Paul Kepcke or John Potulny ring a bell?

A I would say John Potulny. Paul could have been along.

Q Do you remember the substance of your conversations with Mr. Potulny in the fall of 1965?

MR. ROTH: He didn't say it was the fall of '65.

Q Whenever they occurred.

A It was in reference again to the fact that they did not give us enough money to make the proper profit on the publication and we need a price allowance to take care of it.

Q Isn't it correct that you reached an agreement with Mr. Potulny?

A We did, sir.

Q And that agreement was that the Wall Street Journal would pay the Union News Company $6000 per year, $500 a month?

A I think that was it, whatever the invoices show.

Q What do the invoices show? Here is Government's Exhibit 65.

A It shows for distribution of Wall Street Journal posters and services rendered.

Q Is it your recollection that this agreement with the Wall Street Journal was not for posters?

A No, sir, price allowance.

Q It was just for price allowance?

A I really don't recall getting any posters of the Wall Street Journal but I couldn't say.

Q If there were any posters it would have been an incidental part of the agreement?

A A minute part.

Q During any of your conversations, Me. McCollough, either with Nat Goldstein at The Times or Bill Carey, Jack Underwood of The News, John Potulny of the Wall Street Journal, Byron Greenberg of the New York Post, did you ever ask any of them whether they had any advertising allowances or price allowances with any other retail outlets?

A I do not recall ever asking them, no, sir.

Q You didn't ask them that question?

A I do not recall asking them.

Q You remember, sir, that I showed you yesterday Government's Exhibit 61-3A a copy of a memorandum from Henry Garfinkle to all of the executives of the Union News Company?

A That is a letter I testified yesterday I didn't recall at the time. It was addressed to me and it came across my desk.

Q The memorandum begins:

"The following is the language of the cease and

desist order issued against us by the Federal Trade Commission as modified, affirmed, and enforced by the United States Court of Appeals for the Second circuit."

Then the order is quoted and Mr. Garfinkle concludes by asking all of the officers to familiarize themselves with this order and to promptly report any information from any source whatsoever which might indicate the existence of a present violation or the danger of a potential violation of the above order.

Didn't it occur to you during any of your conversations with any of the newspaper circulation people that what you were doing was in violation of the Federal Trade Commission order which was affirmed by the Second Circuit Court of Appeals?

THE COURT: He doesn't care if it's affirmed by the Second Circuit.

Were you worried whether any of these arrangements were violated by the order?

THE WITNESS: As I understand newspapers were not part of it. I could be wrong about this but that is what I understood.

THE COURT: You thought it didn't apply to newspapers?

THE WITNESS: That is right. If that is so it would not have any application to the letter. I assume, but I am not a lawyer.

Q Your understanding of the order is that it didn't refer to newspapers?

A As I recall, it had no mention of newspapers.

Q Doesn't the order say that the respondents and Union News should forthwith cease and desist from receiving or inducing and receiving or contracting for the receipt of anything of value from any of their supplies? Do you find anything in the language of that order which excludes newspapers?

A I can't interpret the order legally.

THE COURT: I don't think there is anything worthwhile between you two having a legal discussion. You didn't think it applied to newspapers so you didn't think this memorandum applied?

THE WITNESS: Legally I couldn't have any interpretation. I would say newspapers did not apply.

Q Was that something you thought about in 1963, '64, '65?

A I couldn't answer that far back what I thought. I would say that the newspapers categorically would carry longer.

Q Did you think about Mr. Garfinkle's memo at the time?

THE COURT: That is a hard question to answer.

A The same as the other letter you showed me yesterday which I said whatever came across my desk I am sure I read it.

Q As far as you were concerned there really was nothing wrong with any of these arrangements?

THE COURT: I understand the witness to say he received a memorandum and he read it and it contained the cease and desist order and he operated on the thought that newspapers weren't included in that order so when he had the discussions on thse price allowances that he didn't think that was involved.

Is that a fair statement?

THE WITNESS: I would say the whole company's interpretation.

THE COURT: I am worried about your interpretation.

THE WITNESS: I would say that was the interpretation.

Q Did there come a time in December of 1969, sir, when you received written notices from The Times, the Daily News, the New York Post, to the effect that they

were terminating their promotional allowance agreements with Union News?

A As to the exact date I cannot testify but we did some time in 1969 receive letters from them that they were ceasing to pay the advertising, the price allowances.

Q And what did you do when you received those notices of termination?

A Nothing.

Q Did you instruct your accounting department to stop sending invoices to each of the papers for this service?

A I do not recall instructing the accounting department to stop sending them. They could have continued to send them.

Q They did continue to send the bills for several months to each of the newspapers?

A They probably did, no doubt about it. I don't think they were paid.

Q Do you remember whether anything happened, any articles published prior to the termination notices from each of the newspapers?

A There were several articles published, one in the Wall Street Journal.

Q Let me ask you and I ask this be marked for

identification.

(Government's Exhibit 68 was marked for identification.)

xx Q Mr. McCollough, can you identify what Government's 68 is a copy of?

A That identifies as to what, sir?

Q Tell us what it is.

A This is the article in the Wall Street Journal: I think it's the Wall Street Journal. It's the Wall Street Journal article, I am sure it is.

53 MR. ROTH: Your Honor, I just want to say one thing about this before it even gets further. This is a newspaper article with what we deem to be, beyond question, scurrilous matters in it, a long article including some reference to these kickbacks.

THE COURT: He has been asked whether he saw that article and you did see it?

THE WITNESS: Yes.

THE COURT: About the time it came out?

THE WITNESS: I did, your Honor.

MR. ROTH: We will concede that the article contains references to matters that are pertinent to this case in the sense it refers to this sort of rebate given by the newspapers.

Q It was shortly after the publication of that article that you received the notices from the newspapers that they were terminating their arrangement, their various arrangements with the Union News Company?

A Shortly after the article, as to the time of the article, I couldn't say.

Q You recall that this article concerned itself with the rebates or price allowances or advertising allowances of the Union News Company with their several newspaper supplies?

A I have to read it to refresh my memory.

Q Take a look at it.

A This is July 1969. I think the article speaks for itself.

MR. ROTH: Any further discussion of the article is irrelevant. I think the point is made.

THE COURT: As I understand it, the point is that this article appeared and you read the article and it was shortly thereafter, and you don't know how long, that the newspapers terminated the existing arrangements they had with Union News?

THE WITNESS: I don't know the exact dates but it was shortly after that, yes, sir.

MR. ROTH: And the FTC --

MR. ROSENBERG: May I continue the examination?

THE COURT: The point I am getting at is he testified as to that so what is your next question?

Q I want to make sure we are fixing the time properly.

It was after the publication --

THE COURT: He said that but he doesn't know how long after.

Q Did you have occasion to speak with anybody at the Wall Street Journal prior to the publication of this article? Shortly prior to the publication that is.

A I spoke to Mr. John Betumian, not in reference to the article. I can explain it that we heard there was going to be an article written. We did not know what was going to be written.

Q You knew that the Wall Street Journal was researching an article on Union News promotional arrangements with its newspaper supplies?

A No, sir.

MR. ROTH: I object.

THE COURT: I sustain the objection to that question in that form.

Did you know prior to the appearance of this article that they were working on an article on this

subject?

THE WITNESS: Prior to the article the information I had was that they were working on an article to write on Mr. Garfinkle.

THE COURT: What did you do about it? Did you do anything about it?

THE WITNESS: The only thing I did about it, I talked to them, the circulation director, John Betumian, and I told him that I heard there was an article going to be written on Mr. Garfinkle by the Wall Street Journal and they were going around asking people a lot of questions and we would certainly invite them down to our office. They were welcome to come up and ask Mr. Garfinkle any questions. They didn't have to go around this way.

THE COURT: You invited them down?

THE WITNESS: And bring the reporter. John Kessler, I think was the reporter. I told them we were good customers of theirs and we would invite them down. They could come right upstairs and sit down and talk to him.

Q Didn't you say something further to Mr. Potulny or other persons in the circulation department of the Wall Street Journal concerning this article?

A I didn't even see the article.

Q Prior to its publication?

A As I recall that is what I talked to him about.

Q Didn't you say to Mr. Potulny or someone else in the circulation department "I hope they, the Journal editors, realize they are the largest news distributors in the Wall Street Journal in the United States"?

A I could have said that, yes.

Q Didn't you threaten the Wall Street Journal with removal of its copies of the newspapers from the Union newsstands if the article was published?

A No, sir.

MR. ROTH: Did you after the article was published, that is the next question.

THE WITNESS: We continued to handle them after the article was published so the threat would have been nil.

MR. ROSENBERG: No further questions.

REDIRECT EXAMINATION

BY MR. ROTH:

Q Talking about that article -- by the way, do you have something else you want to say in response to the last question?

THE WITNESS: There was a question that came up yesterday with reference to extraordinary losses.

I would say there were extraordinary losses and whatever it's going to be I don't know at this point. It will be heavy. We don't have the final figure because it came up yesterday.

THE COURT: There was one question I asked you yesterday, whether there had been any particular event that happened in 1972 which was responsible in whole or in part for this extraordinary loss and you didn't recall at that time.

THE WITNESS: In so far as our different units would put us in Chapter XI, yes, I do know.

THE COURT: What particular events?

THE WITNESS: Over-expansion, the economy, and the wage freeze, and the labor freeze which turned out not to be a labor freeze because they lifted the labor, allowed increases to go through.

There was an over-expansion of the food industry which really collapsed. That is part of it all and being short of cash which we did not have.

Q Were there actual losses of the operations apart from extraordinary events?

A Yes.

Q After the publication of this article that Mr. Rosenberg questioned you about, did you remove the

Wall Street Journal from the Union newsstands?

A No.

Q Did you change your practices with respect to the Wall Street Journal in any way?

A After they stopped paying $6000 a year which was before this article, wasn't it?

A I don't know the exact date they stopped paying, sir. I can't remember when they stopped paying.

Q We will get that. There is in evidence a schedule --

A If it was 1969 --

THE COURT: The court reporter can't write down if you are both talking at once. Don't do that.

Q We will come back to that.

In any event, after they stopped paying $500 a month did you do anything in any way to effect the sales of the Wall Street Journal?

A Not that I recall.

Q Did you continue the same methods of distribution in any way?

A It's still on our stands.

Q After the newspapers discontinued the payment of these amounts that have been referred to in 1969, did you do anything with respect to the prices that previously

were maintained with respect to out of town locations?

A Prices were increased.

Q How much were they increased?

A I don't have that information. Mr. Mineo should have that information.

Q Was there any situation -- I will withdraw that.

You talked about the stands that Union News has in Grand Central. Did Mr. Green's Eastern Newsstand Corporation acquire a stand in Grand Central?

A They did acquire a stand there.

Q When?

A I think August 29. I am not sure of the date. It will be around August.

Q That was one of your locations that they are taking over?

A That is right.

THE COURT: August 29 of this year?

THE WITNESS: Yes.

Q When were the arrangements made?

A I don't know the actual date when the arrangements were made but they were made --

Q Earlier this year?

A Approximately a month and a half ago we got the notification. I am not sure of the date.

Q Could you tell us why you lost that lease?

A They had been after us for some time. At the exact area there is a Liggett store next to our newsstand operation and they have been after us for some time to combine the two operations and the expenditure would be approximately, as I recall it, $50,000. We did not feel that the expenditure justified the operation.

Q Then Mr. Green took over the lease?

A As I understand, Mr. Green has been sent the lease. Whether the lease has actually be signed by him with the Grand Central, I don't know. He is taking it over.

54 Q Do you understand whether he agreed to pay the $50,000 in renovation costs?

THE COURT: I don't know how he can agree with that.

THE WITNESS: I don't know.

Q Is there any other location that Mr. Green's Eastern Newsstand Corporation took over from you?

A They are taking over our location in the Empire State Building.

Q Gong back to Grand Central, is that the first time any outsider has secured a newsstand lease in the Grand Central area?

A Within the Grand Central area itself.

Q You just mentioned the Empire State.

A Yes.

Q How did you lose your lease there to Eastern News?

MR. ROSENBERG: Objection.

THE COURT: I am inclined to sustain the objection. I think this is a competitive proposition, as I suppose, and Mr. McCollough indicated that Union News has financial problems here and I gather that Eastern News from Mr. Green's testimony doesn't seem to have the same financial problems.

I think we can leave it at that.

THE WITNESS: On one question, Mr. Roth, if I may, in reference to the price I said Mr. Mineo had, I think this gentleman asked me yesterday if we had a price book for newspapers and, as I recall now, we did have what we call notebooks but Mr. Mineo could testify to that.

THE COURT: Any other questions?

MR. ROTH: No, sir.

RECROSS EXAMINATION

BY MR. ROSENBERG:

Q I didn't hear your answer to the question when Judge Bonsal asked you whether you now know if there was an

extraordinary loss?

A There will be.

Q In 1972?

A Yes, sir.

Q What is the nature of that extaordinary loss?

MR. ROTH: The Court described it.

A It's not computed to this point.

Q What is the nature of the loss?

THE COURT: He gave us the facts of over-expansion and the effect of the wage price freeze and labor contracts. Those three elements you mentioned.

THE WITNESS: The extra loss willcome in from discontinuation because of Chapter XI. We are closing up and we discontinued operations.. There is yet to be determined the final figure.

Q Are you an accountant?

A No, sir.

MR. ROSENBERG: No further questions.

THE COURT: You are excused.

(Witness excused.)

MR. ROTH: I call Mr. Mineo.

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V I N C E N T M I N E O , called as a witness by the defendant, being first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. ROTH:

Q Mr. Mineo, were you formerly employed by the Ancorp National Services Corporation?

A Yes, I was.

Q In what capacity?

A As supervisor in the accounting department.

Q How long were you in that position?

A Well, I was employed for about 40 years and I would say about 30 years was as a supervisor of various departments.

Q When did you leave the company?

A I left April 1,1973.

Q Were you familiar with the practices that Ancorp maintained in the so-called country area?

A Yes, in the newspaper department we maintained price books.

Q Was there any change in the prics previously established for The Times and News, The Post, in the country areas in 1969?

A Yes, I recall a price change.

Q What was the change?

A In the country areas of the New York Times we added five cents to the selling price of the daily and ten cents to the Sunday editions.

Q How about The News?

A I don't recall anything on The News. As a matter of fact, yes, including The News.

Q Was there any change in connection with The Post?

A I believe there was.

Q Did you make a calculation of the amounts received by Ancorp in 1969 by reason of the addition of those extra charges?

A Yes, I did.

Q Did you also make calculation of the amounts that would have been received by Ancorp by reason of these raises in 1966, '67 and '68?

MR. ROSENBERG: Objection.

THE COURT: He is asking if he made a calculation.

Did you make such a calculation?

THE WITNESS: Yes, I did.

Q I show you this schedule and ask you whether that contains the calculations that I have just referred to?

A Yes, these are my figures.

Q What is the amount of the increase that resulted -- that is the increase in proceeds -- that resuled to Ancorp in the year 1969 by reason of the increase in prices that you mentioned?

MR. ROSENBERG: Objection.

THE COURT: What is the relevance of this at this time?

MR. ROTH: We claim that one of the elements in this price allowance was the fact that we maintained prices out of town, all over the country, no matter how far away, no matter what the difficulties in handling were and we show by this, first, in 1969 that when we increased the prices, and, by the way, there is no material change in the circulation, when we increased the prices we received back an amount that was even more than the price allowances or advertising allowances that we received. For example, just as a matter of argument --

THE COURT: I am still puzzled about the relevancy to the case.

MR. ROTH: The relevancy is that, first of all, there is mitigation here to show what losses we sustained by reason of the situation and we ask your Honor to consider that and we ask your Honor to believe that by reason

of what we delivered, whether it was rightfully or wrongfully, we took a substantial loss in excess of what we got.

THE COURT: What you are saying is that if you violated the order during these years that I should take into consideration the fact that if you would increase the country prices you wouldn' have lost as much as you did by violation of the order, is that right?

MR. ROTH: Right. And we were completely free to do so and we did do so.

THE COURT: I am afraid I will sustain the objection. I don't quite see that it's relevant here.

MR. ROTH: You don't see its relevancy to mitigation?

THE COURT: No, I don't quite see it from the point of view of mitigation either.

MR. ROTH: I think that a liberal --

THE COURT: I am being as liberal as I can be. I am afraid I have to stop here. I will sustain the objection on it.

The issue is whether the violations number one and two, if they were violations, what penalty is the Government entitled to recover. This isn't relevant to either of those issues.

MR. ROTH: But, your Honor, I don't want to belabor the argument with you but it seems to me there is heavy burden on your Honor in determining the amount.

THE COURT: You mean on the penaly?

MR. ROTH: Yes. I just hope that this --

THE COURT: I don't think that this is relevant to the issue of penalty. I think what was -he size, if I find these things were violations of the order, wha- money it received, what it amounted to, the period of time, that kind of thing, those things I consider relevant but I don't quite see that it is relevant to the penalty if the Union News raised the country prices during the years and if it didn't have the violations of the order it would be better off.

MR. ROTH: How about the year 1969, the very year in which they ceased making these payments.

THE COURT: I will let you testify what the figure was in 1969 by reason of the increase of the country prices, if you want to do that.

MR. ROSENBERG: May I be heard briefly?

THE COURT: Never mind. You can tell me that it doesn't have any relevance but it won't do any harm in hearing it.

Q In 1969.

A I have to give two figures. 1969 dailies would be $30,905.

Q From The Times?

A Yes.

Q Go ahead.

A On the Sunday Times it would be $8685.

Q And how about the next newspaper?

A The News would be dailies, 39,758 and the Sunday would be $6476.

Q What about The Post?

A The Post, 19¢9, it would be $4283 on the dailies. On the Sundays it would be $1176.

THE COURT: It was, I take it.

THE WITNESS: It was.

THE COURT: What is the total for 1969 by reason of the increase for the country area?

THE WITNESS: Giving an approximation, about 95, $96,000.

Q In other words, the increases that were put in on the country papers in 1969 resulted in an increase of revenue of about $96,000?

THE WITNESS: Right.

55 Q Mr. Mineo, did you at some time make, at the direction of Mr. McCollough, a calculation or a schedule

of the hours at which the stands in the various terminals stayed open?

A Yes.

Q Have you marked that schedule for identification, in any event?

THE COURT: You can mark it for identification.

(Defendant's Exhibit I was marked for identification.)

xx Q When was that schedule made up, from about what time?

A I would say it was around the fall of '72, September, October 1972.

MR. ROTH: May we have the schedule marked for identification.

(Government's Exhibit J was marked for identification.)

xx Q Could you tell us what terminals are covered by this?

A This takes in the metropolitan area terminals, Grand Central, the Penn Terminal, subway and Radio City division. We also include Kennedy Airport.

Q Would you say this schedule represented the hours of operation in a general way over a period of years preceding the time that you prepared the schedule?

A I understand that the operating times change from time to time. That schedule represents the time that I made it up.

MR. ROSENBERG: I move to strike everything after "I understand".

THE COURT: Let me ask you this:

You got up this chart as to the hours that these stands were opened. Who determines that?

THE WITNESS: The field supervisor.

THE COURT: Union News decides which hours they stay open?

THE WITNESS: Yes.

Q When the hours at the terminals generally --

THE COURT: Don't get too general. Don't start getting general.

Q Would you say the hours in Grand Central have changed materially over a period of time, over a period of years before 1972?

MR. ROSENBERG: Objection.

THE COURT: What difference does it make? He just testified that the supervisor of the terminals fixes these hours and I don't see it makes any difference.

I sustain the objection.

MR. ROTH: We have a schedule here.

THE COURT: I know. What relevance does it all have?

MR. ROTH: We are claiming that the hours of operation are an important element here.

THE COURT: He just testified that that is determined by the supervisor of the Union News.

MR. ROTH: But they kept a record of the hours.

THE COURT: So what?

MR. ROTH: This schedule just shows the hours at a certain time.

THE COURT: I don't quite see it.

You mark that for identification, please, but I don't see that that is relevant for the issues.

MR. ROTH: Does your Honor think the hours of operation are not relevant?

THE COURT: On his testimony Union News decides the hours.

MR. ROTH: What they actually did to maintain their leases, let's take Grand Central --

THE COURT: No, you are going way off. He just told me that the hours were fixed by the supervisor of Union News. So you marked that Schedule J. It's marked for identification.

Q Mr. Mineo, where did you get the information on

this schedule that we are discussing?

A I contacted the supervisors.

Q You what?

A I telephoned the supervisors. They tell me the hours.

MR. ROTH: That is all for Mr. Mineo.

CROSS EXAMINATION

BY MS. REICE:

Q First a number of questions about this document which has just been marked as Exhibit I.

Would you explain again to the Court what figures are recorded on this document? Let's just take the Daily News which is the first.

What does that chart represent?

A Each week we receive statements --

Q Keep your voice up.

THE COURT: I am a little worried about all this questioning. Why do you do this when you are ahead? I haven't received this schedule.

MS. REICE: Your Honor, I would like to show that Mr. Mineo's testimony with respect to the schedule is absolutely irrelevant to the issues of this case and that his testimony should be stricken.

THE COURT: Never mind all that striking the

testimony. If you question him too much about it I will have to reverse myself and receive it in evidence and I am not interested in doing that.

If I were you I would quit while you are ahead.

MS. REICE: I will take your Honor's suggestion.

Mr. Roth, will you stipulate with me that Government's Exhibit 62 and 61 are the amended answers to interrogatories served by your client in this case so I can move it into evidence?

THE COURT: Let's take a short recess and you can get your papers straightened out.

(Recess.)

BY MS. REICE:

Q Mr. Mineo, did the Union News Company have stands, let's say, in Iowa?

THE COURT: Where?

MS. REICE: Iowa.

THE WITNESS: None in Iowa, no.

Q That is a bad example. Idaho?

A No.

THE COURT: You picked a bad one.

Q Let's take Ohio.

Did you have stands in Ohio in 1961 to 1969?

A Yes, we had stands in Ohio.

Q If a Union news dealer in Ohio sold, let's say, a copy of the New York Times for more than the cover price during the period 1961 to 1969 and that news dealer didn't tell you that he was selling the New York Times for more than the cover price, would you have any way of knowing from the books of Union News Company that you had at your disposal --

MR. ROTH: Just a minute. I don't want the witness to answer.

THE COURT: Let her finish the question.

Q Could you tell from the books and records of the Union News Company that that Union news agent in Ohio was selling the paper for more?

THE COURT: I think what you are asking is if any of your dealers sold at the cover price would that show in your books in any way?

THE WITNESS: No, sir.

MS. REICE: That is all.

THE COURT: Thank you very much, you are excused.

(Witness excused.)

MR. ROTH: Your Honor, they claim that the answers to interrogatories are part of the record before you. We object to some things that were answered. We

answered them but that doesn't make them admissible.

THE COURT: Anything in the nature of admissions that is in the answers to interrogatories is admissible.

MR. ROTH: If it's an admission, yes. But let's look at it.

We have no objection to anything in here other than, for example, Exhibit 2 which contains a reference to five publications which have nothing to do with this case and where there were no discounts or payments made for some other reason. Suddenly they want that in evidence?

THE COURT: They haven't made any applications.

MR. ROTH: They claim that it's a part of the record and it's in evidence.

THE COURT: What is the point on that, Mr. Rosenberg?

MR. ROSENBERG: Your Honor, the amended answers to the plaintiff's interrogatories are part of the record in the case and for that reason we feel we have a right to refer to them in the post-trial briefs.

However, if Mr. Roth would like us to move their admission at this time we would be happy to do so.

THE COURT: I will let it go the way it is.

If you want to use them, you do use them in your post-trial papers and you can get a chance to answer them.

MR. ROTH: I wanted to record my objection.

THE COURT: I won't pay any attention to them except in the form of admissions anyway.

MR. ROTH: The point is that they are not admissions.

THE COURT: That is something I will have to decide and you fellows can guide me in my decision.

Is there anything else?

MR. ROTH: We have no other witnesses except in connection with depositions we --

THE COURT: I know we are going to do that. What I will do is recess the trial sine die and you gentlement file the depositions when you would like to and let me know, either side, next week whether there is any reason for reopening the trial and if there isn't we can have a conference and see where we go from here.

MR. ROTH: We open the trial for witnesses?

THE COURT: If you find, if either side finds any reason for reopening the trial I will consider it. At the present time I will recess it sine die and I will try to meet with you gentlemen some time next week and see where we go.

Is that agreeable?

MR. ROTH: All right.

MR. ROSENBERG: May I ask if the defendant rests?

THE COURT: The defendant says he has no more witnesses. He is resting on the same basis you are and I understand that that means that if I decide after you have digested what you have here and they want to put more evidence in I will consider it.

MR. ROSENBERG: Thank you, your Honor.

THE COURT: All right, gentlemen.

WITNESS INDEX

Name	Direct	Cross	Redirect	Recross
Ivan Veit	7	53		
Nathan Goldstein (Recalled)	90	136		174
Thomas McVeigh	167			
William Carey	177	203		
Andrew L. Hughes	216	219		
Jack Underwood	224	232		
Byron Greenberg	246	287	303	
John Potulny	306	331		
Bernard Green	347	357		
William McCollough	367	395	444	449
Vincent Mineo	451	460		

EXHIBIT INDEX

Government	Identification	In Evidence
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15-B-1		48
15-B-2		48
15-B-3		48
60-A		105
15		115
14		116
17		120
18		122
21		126
19		129
27		134
57	151	
58	151	
33		171
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39		185
44		189
37		193
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50		199
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2		259
7		270
8		277
9		278
9-A		281
1[illegible]		282
10		283
65	328	329
66	396	427
61-3A		411
41		417
67	423	
	440	

EXHIBIT INDEX

Defendant	Identification	In Evidence
A	70	81
B	81	85
C		144
D	203	
E	206	220
F		352
G-1 through G-10		370
H		377
I	457	
J	457	

U. S. DIST. COURT
S. D. OF N. Y.
JUL 11 1973

613a

GOVERNMENT'S EXHIBIT 1 - AFFIDAVIT OF BYRON GREENBERG AND ANNEXED SCHEDULE

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

BYRON GREENBERG, being sworn says:

As of September 15, 1969, the NEW YORK POST was sold at the UNION NEWS COMPANY outlets specified in the annexed list. The promotional payments related to those outlets located within New York City.

Byron Greenberg

Sworn to before me
this 19th day of September, 1969

ELLIS B JOSEPHSOHN
Notary Public, State of New York
No. 44-2[illegible]
Qualified in Rockland
Term Expires March [illegible], 1971

U. S. DIST. COURT
S. D. OF N. Y.
JUL 11 1973

FEDERAL TRADE COMMISSION
File No. 701 0014 COMMISSION INVESTIGATIONAL Exhibit No. 1
In the Matter of: American News
Date 9/23/69 Witness Greenberg Reporter DF

34th St.6th AVE. #195 BMT CONEY IS.
34th St.6th AVE. #169 ESCALATOR
IND 35 St.6th AVE.SUB. #167
EMPIRE STATE BLDG #2
EMPIRE STATE BLDG #1
IND 34th St. 8th AVE. SUB

IRT MEZZ (out) PENN. Sta.
Stand # 1 PENN. Sta.
Stand # 2 PENN. Sta.
Stand # 3 PENN. Sta.
Stand # 7 PENN. Sta.
Stand # 9 PENN. Sta.
TOY & HOBBY SHOP PENN. Sta.
IND 8th AVE PENN. Sta.

DOWNTOWN

SOUTH FERRY TERMINAL

BROAD ST. BMT
BROAD & EXCHANGE

IRT LEXINGTON AVE.
FULTON & BROADWAY

IND 8th AVENUE
FULTON & BROADWAY

Stand #1 30 CHURCH

Stand #3 HUDSON TUBES

Stand #8 HUDSON TUBES

IRT LEXINGTON AVENUE
BROOKLYN BRIDGE

BMT JAMAICA LINE
BROOKLYN BRIDGE

GROVE ST. TUBES, JERSEY CITY

EXCHANGE PLACE TUBES, JERSEY CITY

D.L. &W DEPOT (inside) HOBOKEN

D.L. &W DEPOT (outside) HOBOKEN

Stand #6 TUBES ENTR, HOBOKEN

LOWER EAST SIDE

SUBWAY IRT MEZZ.#632
14th St.& 4th Ave.

SUBWAY IRT MEZZ.#630
15th St.& 4th Ave.

8th Ave. SUBWAY # 52
ESSEX & DELANCEY St.

BMT 15th St.& UNION SQUARE

UPPER EAST SIDE

IND SUBWAY _ QUEENS 42nd & 3rd

IRT SUBWAY _ 42nd & LEX MEZZ

COMMODORE HOTEL 42nd & LEX.

12 Stand G.C.T.

9 Stand G.C.T.

4 Stand G.C.T.

16 Stand G.C.T.

2 Stand G.C.T.

13 Stand G.C.T.

IRT 68th & LEX. MEZZ

IRT 125th St LEX.UPTWON

SUB.IRT.MEZZ#1(640) 105 E.42nd St.

SUB.IRT.GOING TO SHUTTLE
(641) 105 E.42nd St.

SUB.IRT.WALL .(642) 105 E.42nd St

1 Stand G. C. T.

PORTABLE Stand G.C.T.By PAN AM ESCI

#19 Stand G. C. T.

#14 Stand G. C. T.

#11 Stand G. C. T.

#20 Stand G. C. T. BALCONY

BMT 60th St & 5th AVE. MEZZ.

LOWER WEST SIDE

IRT 14th St 7th AVE.

IND 32ndSt 6th AVE.#168 MEZZ.

32nd St 6th AVE.HUDSON TUBES

34th St.6th AVE. #153 BMT CONEY IS.

34th St.6th AVE. #169 ESCALATOR

IND 35 St.6th AVE.SUB. #167

EMPIRE STATE BLDG #2

EMPIRE STATE BLDG #1

IND 34th St. 8th AVE. SUB

Stand #10 PENN. Sta.

Stand # 6 PENN. Sta.

Stand #12 PENN. Sta.

IRT MEZZ (out) PENN. Sta.

Stand # 1 PENN. Sta.

Stand # 2 PENN. Sta.

Stand # 3 PENN. Sta.

Stand # 7 PENN. Sta.

Stand # 9 PENN. Sta.

TOY & HOBBY SHOP PENN. Sta.

IND 8th AVE PENN. Sta.

MIDDLE WEST SIDE

IRT #1 FLUSHING LINE 41st & 7th AVE.	RCA BLDG UP 49th St. & 6th AVE.
IRT #2 FLUSHING LINE 41st & 7th AVE.	RCA BLDG DOWN 49th St.& 6th AVE.
7th AVE SUB. TIMES SQUARE	TIME-LIFE UP 50th St.& 6th AVE.
SHUTTLE TIMES SQUARE	TIME-LIFE DOWN 50thSt.& 6th AVE.
BMT TIMES SQUARE	1270 6th AVE. 51st St& 6th AVE.
IND SUB.(#185) 40th St. & 6th AVE.	SHERATON HOTEL 55th St& 6th AVE.
IND SUB.(# 77) 40th St. & 8th AVE.	IND 7th AVE,STA 53rd & 7th AVE.
#1 Port Auth. 40th St. & 8th AVE.	BMT DOWN 40th St. & Broadway
#2 Port Auth. 40th St. & 8th AVE.	ROYAL MANHATTAN HOT. 44th &Subway
#3 Port Auth. 40th St. & 8th AVE.	SUBWAY DOWN 53rd St & 6th AVE.
9th Ave.Port Auth.40th St.&9 AVE.	ESSO BLDG 52nd St & ROCK PLAZA
#5 Port Auth. 40th St. & 8th AVE.	ASSOC.PRESS BLDG ROCK PLAZA
UPPER LEVEL PORT AUTH. 40th&8th AVE.	INT BLDG #1 ROCK PLAZA
IND SUB MEZZ. 42nd St. & 8th AVE.	INT BLDG #2 ROCK PLAZA
IND UPTOWN 42nd St. & 8th AVE.	RCA BLDG#15 ROCK PLAZA
IND DOWNTOWN 42nd St. & 8th AVE.	RCA BLDG#14 ROCK PLAZA
IND MEZZ. 50th St. & 6th AVE.	DYNAMICS BLDG 48th &ROCK PLAZA
RUBBER BLDG. 48th St. & 6th AVE.	EAST.AIRLINES 48th &ROCK PLAZA
GARAGE 49th St. & 6th AVE.	SINCLAIR BLDG 48th St & 6th AVE.

UPPER WEST SIDE

IND UPTOWN 60th & C P W	IND MEZZ 58th St & 8th AVE.
IND DOWNTOWN 60th & CPW	IRT 116th St & BROADWAY
COLISEUM BLDG 59th & 8th AVE.	

BRONX

IRT SUBWAY 180TH St & MORRIS PARK	1506 Met Ave.
1309 Met Ave.	1573 Unionport Ave.
1468 East Ave.	1541 Unionport

BROOKLYN

IND HOYT & SCHEMERHORN	FLATBUSH AVE. DEPOT
BMT BKLYN 36thSt.& 4th Ave.	#1 UPPER LEVEL
BMT NEWKIRK AVENUE	#2 UPPER LEVEL
IRT BORO HALL #1 N.Y. Side	#3 LOWER LEVEL
IND JAY ST. #19 BKLYN SIDE	#5 LOWER LEVEL
IND JAY ST. N. Y. SIDE	BMT ATLANTIC AVE. LOWER
IRT MEZZ. FLATBUSH & DEKALB	
IRT NEVINS ST. BKLYN SIDE	

GREATER N Y.

L.I.R.R. 61st Sta.Woodside L.I.up

AMERICAN AIRLINES -- LA GUARDIA AIRPORT

EASTERN UPPER -- LA GUARDIA AIRPORT

EASTERN SHUTTLE LOWER " " "

T. W. A. AIRLINES - " " "

BEAUMONT TOBACCO SHOP " " "

UNITED AIRLINES -- " " "

IND STAND#65 QUEENS PLAZA, L. I. C.

IND STAND#18 " " " " "

STAND #3 ST.GEORGE FERRY HOUSE S.I.

STAND #4 " " " " " "

WAITING ROOM STAND L.I.R.R.JAMAICA STA.

CONCOURSE STAND -- " " " " " "

PLATFORM #5 -- " " " " " "

T.W.A. STAND KENNEDY AIRPORT

UNITED AIRLINES KENNEDY AIRPORT

DELTA AIRLINES " "

HUDSON TUBES JOURNAL SQUARE UP

HUDSON TUBES JOURNAL SQUARE DOWN

SUBURBAN

GREAT NECK L.I.R.R. STA.

PORT WASHINGTON L.I.R.R. STA.

ROCKVILLE CENTRE L.I.R.R.STA.EASTBOUND

NASSAU BLVD L.I.R.R. STA.

LONG BEACH L.I.R.R. STA.

HEMPSTEAD L.I. BUS TERMINAL

newark airport

SUMMIT N.J. STA. D.L.&W

MADISON N.J. " " " "

STAND #1 PENN DEPOT NEWARK,N.J.

STAND #3 " " " " "

STAND #5 " " " " "

PUBLIC SERVICE BUS NEWARK N.J.

ROBERT TREAT HOTEL BROAD AVE PARK PL.NEWARK

STAND #1 STAMFORD R.R. STATION.

COUNTRY

13-2030 CONCOURSE -- BALTIMORE, Md.

N.Y. CENTRAL R R STA. AT RENSSELAIER, NY

PENN CENTRAL AT R R STATION - HARTFORD CONN

PENN CENTRAL AT R R STATION - NEW HAVEN, CONN.

PENN CENT R R BRIDGEPORT, CONN.

EASTERN AIRLINES STAND LOGAN AIRPORT BOSTON, MASS

NORTH EAST AIRLINES " " " "

AMERICAN AIRLINES " " " "

STAND #4 BOSTON & MAIN R R STA. BOSTON,MASS

STAND #65 " " " " " " " "

STAND #1SOUTH NEW HAVEN R R

BOSTON & WOOSTER BUS TERMINAL PARK SQUARE BOSTON, MASS.

SHERATON PLAZA HOTEL - COPLEY SQUARE BOSTON, MASS.

BLDG #2 BROAD STREET PHILA, PA

STAND #4 AT 12th & MARKET ST (READING TERMINAL)

30th St. STATION PENN R. R. PHILA, PA

STAND#2 SHERATON HOTEL = PHILA, PA

STAND#5 SHERATON HOTEL - PHILA, PA

PENN R R STATION TRENTON, N.J.

STAND #1 UNION STATION WASHINGTON, D.C.

STAND #8 UNION STATION WASHINGTON, D.C.

SHERATON PARK HOTEL WASHINGTON, D.C.

SHERATON FOUR AMBASSADORS HOTEL MIAMI, FLORIDA.(BRICKELL AVE& S.W. 8th St.)

FOUNTBLEAU HOTEL 44-41 COLLINS AVE. MIAMI, FLORIDA.

CARRILLON HOTEL - 68-01 COLLINS AVENUE MIAMI, FLORIDA.

CIX-2

G

618a

COPY

GOVERNMENT'S EXHIBIT 2 - LETTER DATED JULY 22, 1960 FROM BYRON GREENBERG TO ANCORP

U. S. DIST. COURT
S. D. OF N. Y.
EXHIBIT
JUL 11 19[illegible]

July 22, 1960

D

2

Mr. William A. McCollough, President
Ancorp National Services, Inc.
131 Varial Street
New York, New York 10013

Dear Mr. McCollough:

We have been informed by counsel for the Federal Trade Commission that the promotional allowances and rebates which have been paid to The Union News Company may be in violation of the Robinson-Patron Act.

Accordingly, such payments will terminate forthwith.

Very truly yours,

s/ Byron Greenberg

BG:bl

bcc: Mrs. Schiff
John Chirtula
Frank Lamiale
Edward Tober

Roy Greenfield, Esq.

FEDERAL TRADE COMMISSION
7010014
File No. 7396 Commission Exhibit No. 2
In the Matter of American News
Date 9/23/67 Witness Cushing Reporter PF

CIX 2
9-23-69

X

GOVERNMENT'S EXHIBIT 7 - MEMO FROM BYRON GREENBERG DATED JUNE 1, 1964 CIX-7 619a

THE NEW YORK POST
Office Memorandum

From: Byron Greenberg

To: FILES

Date: June 1, 1964

Copies To: Mrs. Schiff

Subject: Union News Co.

In accordance with Mrs. Schiff's instructions, I called Mr. McCullough, Vice President of the Union News Co. this morning to tell him that our Accounting Department had informed me that there was a serious delinquency in their account of approximately $44,000. I asked Mr. McCullough if he could throw some light on the situation. Mr. McCullough replied, as anticipated, that payment was being held up pending the resolving of the week-end edition rate adjustment. I said to Mr. McCullough that his position was insupportable because if it were carried to its logical conclusion, UNCo could conceivably owe us $200,000 within a few months. Mr. McCullough said that he had passed on my request to have Mr. Garfinkel call Mrs. Schiff but, as he knew, Mr. Garfinkel would not make the call. I then told Mr. McCullough that we were unable to give UNCo additional commission without doing the same for other newsdealers because it would be illegal to do so. Furthermore, we cannot increase commissions to all newsdealers for obvious economic reasons. I then proceeded to recall that Mr. McCullough had mentioned a $5.75 merchandising cost loss (City) that he estimated resulted from the retail price increase of the weekend edition, and that we might possibly be interested in granting a promotional allowance in this amount area, provided UNCo could provide specific promotional services. Mr. McCullough said that this they could do in the form of distributing promotional cards for their newsstands, so much per newsstand, not unlike arrangements they have with other publishers. The UNCo would bill us monthly for these promotional services. Mr. McCullough indicated that the $5.75 figure, of course, was not sufficient and asked me to compute what the merchandising cost would be and transpose that figure into a promotional sum. I told Mr. McCullough that I could fairly well estimate what this might be and I quoted $[illegible]00 a year, (actually less than I know the amount to be, but which I felt should be the initial proposal in the likely event that UNCo would come back with a counterproposal.) Mr. McCullough said that he would bring this to the attention of his people and call me back shortly. I told Mr. McCullough that it would be to his interest to pay the bill outstanding immediately, inasmuch as the effect of a delinquency was to pull us further apart rather than bring us closer together in common business interest.

G

U. S. DIST. COURT
S. D. N. Y.

JUL 11 [illegible]

B.G.

FEDERAL TRADE COMMISSION
[illegible] 7
Marked for Ident.
[illegible] PF

CIX 7 Id.

GOVERNMENT'S EXHIBIT 8 - MEMO FROM BYRON GREENBERG DATED JULY 1, 1964

CIX 620a

NEW YORK POST
Office Memorandum

From: Byron Greenberg

To: FRANK DANIELS

Subject: Union News Co.

Date: July 1, 1964

Copies To: Mrs. Schiff

Arrangements have been made with the Union News Co. to provide specific advertising services for the New York Post. The Union NewsCo. will bill the New York Post at the rate of $50 per month for these services.

B. G.

FEDERAL TRADE COMMISSION
File No. 201 0014
Docket No. 8726
Commission Exhibit No. 8
In the Matter of NM Corporation
9/23/69 Offered in evidence PI

CIX 8 Id.
S-23-69 X

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.
JUL 11 1973

GOVERNMENT'S EXHIBIT 9 - MEMO FROM BYRON GREENBERG DATED JULY 28, 1964 WITH POSTER

NEW YORK POST
Office Memorandum

JUL 28 1964

From: Byron Greenberg

Date: July 27, 1964

To: John Cintula

Copies To: Les Feldman

Subject: Union News Co.

Please maintain a record of material forwarded to the Union News Company for advertising purposes on behalf of the New York Post. Indicate date of transmittal to the UNCo, quantity, exposure, etc.

B.G.

BG:kb

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.
JUL 11 1973

9

FEDERAL TRADE COMMISSION
7610014
7899
9

American News
9/13/69 Grading PP

C 1 X- 9 Id-
9-23-69

622

Read Today

White House Nannie

Maud Shaw's life with the

KENNEDY

CHILDREN

BOOK DIGEST NOW IN THE

New York Post

UNION NEWS PROMOTIONAL MATERIAL

DATE	CONTENTS	QUANTITY
7/17/64	Expanded 4 Section Weekend Edition	100
7/30/64	" " " "	125
9/11/64	Successful Investing	100
10/26/64	Complete Closing Stock Prices	100
1/25/65	Expanded 4-Section Edition	100
6/2/65	Complete Closing Stock Prices	75
4/18/66	Life with the Kennedy Children	75
5/9/66	LBJ	75
5/15/67	Facing the Brink	75
7/17/67	Harriet Van Horne	50
12/3/67	Russia Today	50
8/19/68	Democratic Convention Coverage	75
1/2/69	Wall St. Closing Prices Edition	100

RAILROAD BOOK SHOPS RETAIL MERCHANTS

The Union News Company
Division of The American News Company, Inc.
131 VARICK STREET, NEW YORK 13, N. Y.

RAILROAD AND TRANSPORTATION CONCESSIONS & RESTAURANTS

SOLD TO

New York Post Corporation
75 West St.
New York, N.Y. 10006

1964 JUL 3 AM 11:51

July 2, 1964

WHEN REMITTING
PLEASE QUOTE INVOICE NO. _____

YOUR
ORDER NO. _____

Advertising Service

Month of May $50.00

Please return duplicate invoice with your remittance to W.A.McCollough, Vice President

NEW YORK POST CORP'N
Material Rec'd.
Service Rend'r'd
Price O. K.
Calculations Ch'd
Our Order No.
Account
Amount
Charge Acct. No.
5540

PAID
JUL 10 1964
NEW YORK POST CORPORATION
CASHIER

U. S. DIST. COURT
S. D. OF N. Y.

FEDERAL TRADE COMMISSION
7/10/64
73/B
American News
9/23/69

CIX-10-H61 Id
9-23-69

GOVERNMENT'S EXHIBIT 10 - INVOICE FROM UNION NEWS CO. AND NEW YORK POST DATED JULY 2, 1964

624a

GOVERNMENT'S EXHIBIT 12 - MEMO FROM IVAN VEIT FOR MR. BRADFORD 625a

Memorandum for Mr. Bradford *from Iv* 12 id

July 8, 1960

JUL 9

Subject: Union News Company

A few days ago Bill Welkowitz of The News, Nat Goldstein and I had luncheon here with Henry Garfinkle and his lieutenant, Morris Strassman. Garfinkle came here to state his need and to present a claim for some financial relief. He insists that he is losing money on papers, the loss accentuated by the union adjustment he had to make recently. He claims too that his directors have put him on the spot, asking him to give them a picture of newspaper operations and says he will have to answer to them soon. To be sure, Garfinkle left no detail undramatized in depicting his plight but both Welkowitz and Goldstein think that Garfinkle's presentation is essentially correct. Union News is a high-cost operation and newspapers give the shortest profit of any of the items handled on the stands.

There is another important factor involved in Garfinkle's approach. It seems quite obvious to me that his pride is also involved. So far as we know, his recent pressure on The Times and World-Telegram ended in the only defeat he has ever experienced in this sort of warfare.

We certainly should not make any concession to Union News to spare Garfinkle's embarrassment. I told him that he and Union News were not in particularly good repute here for having singled us out. I told him also that we were already making substantial concessions to Union News, concessions which we were dubious about and had even considered stopping and anything more in the nature of the allowances he is now receiving is out of the question.

Garfinkle brushed aside the recent episode merely as a tactic, as if to say "Nothing personal is involved." Actually I think this is true. The only twonewspapers for which he has respect are The Times and The News. However, he is a curious man -- sentimental about many things but quite ruthless in obtaining business objectives.

Garfinkle made quite a point of the value of Union News to us and similarly to The News.

(1) He gives the best display to The Times and News on all his key stands out of town. This is correct, he does.

FEDERAL TRADE COMMISSION
File No. 22-6 COMMISSION INVESTIGATIONAL Exhibit No. 12
In the Matter of [illegible]
Date 4/26/61 Witness [illegible] Reporter [illegible]

CIY-12

(2) We are favored to the exclusion of other papers; even local papers. Boston newspapers, for example, will supply copies free for New York airport stands just to get on. Garfinkle won't take them.

(3) Any other means of distribution at his high traffic point would cost more than Union News. Independent operators, he says, could not survive because without his buying power on candies, gum, etc. (and consequent discounts) they could not meet expenses.

It is hard to think about this situation with complete objectivity in view of our recent experience with Garfinkle. If we can ignore the harsh treatment he tried to give us, the situation does deserve some consideration. The payments we are already making and have made for several years are, in reality, an acknowledgement of the fact that we recognize his high costs and the service we receive.

Telling Garfinkle that we would not increase rebates by a cent, I asked him if he had any specific proposal in mind. He did. He suggested that he make display sign space available to The Times and The News on any number of his stands we wish to select. We could buy this space at nominal rates (he says), get promotional benefit from them and give him what he urgently needs.

I have been thinking about Garfinkle's proposal and I believe that we should adopt it but carry it much further than he apparently has in mind. I would buy enough of these promotion signs at a high enough price, not only to give a modest increase to Union News but to cancel out the rebate structure which has been established. In other words, I think we should take these display spaces for something like $25,000 a year and stop all rebates.

The advantages to us are two-fold:

(1) We get out of the rebate business which I think is a desirable objective.

(2) If two or three years from now, circumstances suggested to us that we should break off any favored treatment for Union News, it would be easier to discontinue buying signs than to stop a rebate.

(3) We would get promotional benefit out of the signs which could be changed for special news events if we wished. We get nothing for present rebates.

Ivan Veit

GOVERNMENT'S EXHIBIT 14 - INVOICE FROM UNION NEWS CO. TO NEW YORK TIMES

627a

14

The Union News Company

131 VARICK STREET, NEW YORK 13, N. Y.

SOLD TO

March 21, 1

Mr. Nat Goldstein
Circulation Director
New York Times
229 West 43rd Street
New York, New York

WHEN REMITTING PLEASE QUOTE INVOICE NO.

YOUR ORDER NO.

Rental of space in Newsstands

for Advertising Signs @ $2,000.00 monthly

1961

January	$2,000.00
February	2,000.00
March	2,000.00
	$6,000.00

U. S. DIST. S. D. OF

FEDERAL TRADE COMMISSION

File No. [illegible] COMMISSION INVESTIGATIONAL Exhibit No. 14

In the Matter of [illegible]

Date 1/23 [illegible] Reporter [illegible]

THE NEW YORK TIMES
Times Square

Nathan W. Goldstein
Circulation Director

April [illegible], 1961

Dear Mr. Strassman:

We are now ready to go through with the arrangement of using display cards on 500 Union News newsstand locations as agreed on January 5, 1961 with you and Mr. Garfinkle at luncheon with Mr. Veit and me.

For this service, Union News will bill The New York Times $6.00 a month for each location at which cards are displayed up to a maximum of 500 locations, for a cost of $2,000. a month.

As agreed, the above arrangement will replace all special rates Union News now receives and, effective with May 1, the basic billing (exclusive of display card charge) will be as follows:

City and Suburbs, weekdays	$ 3.75 per 100 copies
City and Suburbs, Sundays	$23.00 per 100 copies
Country, weekdays	$ 8.00 per 100 copies
Country, Sundays (excluding 17 Western States)	$27.00 per 100 copies
Country, Sundays (17 Western States)	$40.00 per 100 copies

We are sending herewith the first set of 500 cards that can be displayed immediately.

Sincerely,

Mr. Morris Strassman
Vice President
Union News Company
131 Varick Street
New York, New York

cc: [illegible]
bcc: Mr. Bradford
Mr. Loeb
Mr. Parcroft
Mr. Veit
Mr. Alduino
Mr. Arthur Adams
Mr. Frank Adams
Mr. Reynolds
Mr. Waters.

FEDERAL TRADE COMMISSION
File No. [illegible] CONVERSION INVESTIGATION Exhibit No. 15a
In the Matter of [illegible]
Date 9/12/67 Witness [illegible] Reporter [illegible]

CIX-1

THE NEW YORK TIMES
Times Square

629a

15 id

Nathan W. Goldstein
Circulation Director

April 20, 196

Dear Mr. Strassman:

We are now ready to go through with the arrangement of using display cards on 500 Union News newsstand locations as agreed on January 5, 1961 with you and Mr. Garfinkle at luncheon with Mr. Veit and me.

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.
JUL 9 1973

For this service, Union News will bill The New York Times $1.00 a month for each location at which cards are displayed up to a maximum of 500 locations, for a cost of $2,000. a month.

As agreed, the above arrangement will replace all special rates Union News now receives and, effective with May 1, the basic billing (exclusive of display card charge) will be as follows:

City and Suburbs, weekdays	$ 3.75 per 100 copies
City and Suburbs, Sundays	$23.00 per 100 copies
Country, weekdays	$ 8.00 per 100 copies
Country, Sundays (excluding 17 Western States)	$27.00 per 100 copies
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We are sending herewith the first set of 500 cards that can be displayed immediately.

Sincerely,

Mr. Morris Strassman
Vice President
Union News Company
131 Varick Street
New York, New York

f

bcc: Mr. Bradford
Mr. Loeb
Mr. Pascroft
Mr. Veit
Mr. Aldwin
Mr. Arthur Adams
Mr. Frank Adams
Mr. Reynolds
Mr. Waters.

FEDERAL TRADE COMMISSION
File No. 021 0074 COMMISSION INVESTIGATIONAL Exhibit No. 5a
In the Matter of [illegible]
Date 7/9/73 Witness [illegible] Reporter [illegible]

CIX-15a
7/9/73

Physical Exhibit

630a

Red, Metal, 11 X 14 inch Display Card Holder

for

THE NEW YORK TIMES

CIV-156
9/23/14

GOVERNMENT'S

15 b (1)

GOVERNMENT'S EXHIBIT 15b(1) CARTOON

631a

GOVERNMENT'S EXHIBIT 17 - MEMO TO IVAN VEIT FROM NWG WITH COPIES OF BILLS ATTACHED

GOVERNMENT'S 6324

Memorandum for *from Natha*

17 id

Mr. Veit:

Below are the newsstand outlets at which we hav space and have installed advertising card holders:

Manhattan	--	877 Third Avenue S.E. 79th Street & Broadway N.W. 211th Street & Broadway N.E. 177th Street & Fort Washington
Bronx	--	S.E. Allerton & White Plains Road N.W. 203rd St. and Grand Concourse Westchester Square Station, corner Ferris Place Jerome and Bainbridge Avenues
Brooklyn	--	1982 86th Street 111 Church Avenue 1834 Caton Avenue
Queens	--	178-25 Hillside Avenue Main Street & Roosevelt Avenue

We will change the cards at these stands at regular intervals. We pay for these card locations at the rate of $1.00 per month at each outlet.

Attached are copies of bills we have received for the first six months advance.

NWG

EXHIBIT
U.S. DIST. COURT
S.D. OF N.Y.
JUL 9 1973

December 19, 1961
p

Enclosures

FEDERAL TRADE COMMISSION
File No. 7456 COMMISSION INVESTIGATIONAL Exhibit No. 17
In the Matter of:
Date 7/23/64 Witness P. Reporter IT

Allen Co—Pa 64

DEC 11 1 PM 1961

EARLY FOR CHRISTMAS

Dear Sir

Your man put a advertise

Card Holder ~~carrying~~ blind.

$6.00 payment for 6 month

Siegel

284B Rule
742 Acct.

S.E. Allen Co
White Plains
Broz

Dec 11,1961

Mr. Dolan:

Re: Metal Card Holders

The following dealer has given us a prominent dpsplay for our Metal Card Holder

C.E. & Z Cigar Store
178-25 Hillside Avenue
Jamaica, L.I.

He is submitting a bill for $6.00 Dollars to cover the cost of first six-months.

JOSEPH HALLINAN

JACK KANTOR -- *Newsstand*

S. E. Cor. 79th Street and Broadway, N. Y. C.

Newspaper Delivery Service

FRENCH · GERMAN · ITALIAN · POLISH · SPANISH

Dailies · Periodicals · Technical Press

Month Ending

Balance

6.00 Paid of

6 MONTHS.

CARD HOLDER.

N.Y. TIMES

877 - 3rd Ave (53 St)
New York, N.Y.

James Dolan
Times Circulation Dept
W. 43 St.
York, N.Y.

Mr. Dolan,

Please consider this as my bill for the metal sho-card holder which has been attached to the front of my store located at the above address.

This bill covers the six month period from Dec. 11 1961 thru June 10 1962.

Thanking you in advance

Yours truly,
Al Schmookler

AL SCHMOOKLER

Make Check
Payable to A.L.M CIGAR Co.
877 - 3rd Ave
New York

Dec 14, 1961

For

N.Y. Times

6.00 for Placement
for Meatel Card Holder
for Six (6) months.

L.M.A. Post-Corp
1982-86th
Bklyn.

Mr. Veit:

Attached is a list of the newsstands, independent and Union News, where we have card holders and cards on advertising display for which we pay on a monthly rental basis.

Union News has 522 locations at the rate of $4.00 per month. The other outlets are at the rate of $1.00 per month.

NMG

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.
JUL 9 1970

January 26, 1962
p

Enclosures

FEDERAL TRADE COMMISSION
File No. 7[illegible] COMMISSION INVESTIGATIONAL Exhibit No. 18
In the Matter of: American News
Date 5/23/69 Witness P. G. Reporter F.P.

CTY 18
1/31/1

THE UNION NEWS COMPANY

CENTRAL DIVISION

JANUARY 1962

Ashland, Ky. #1, C & O Station

Ashland, Ky. Greyhound Terminal

Charleston, W. Va. Greyhound Bus

Charleston, W. Va. #2 C & O Station

Charleston, W. Va. Airport

Chillicothe, Ohio Bus Terminal, Greyhound

Dixie Terminal, Stand #5, Cincinnati, Ohio

Dixie Terminal, Stand #6, Cincinnati, Ohio

Dixie Terminal, Stand #7, Cincinnati, Ohio

Dixie Terminal, Stand #8, Cincinnati, Ohio

Union Terminal, Stand #2, Cincinnati, Ohio

Union Terminal, Stand #4, Cincinnati, Ohio

Union Depot, Columbus Ohio #1

Corbin, Ky. Bus Greyhound Terminal

Dayton, Ohio #1, Union Railroad Station

Evansville #2, L & N Station

Huntington, W. Va. #1, C & O Station

Huntington, W. Va. Greyhound

Indianapolis, Ind. Union Station

Louisville, Ky. #1, L & N Terminal

Louisville, Ky. #2, L & N Terminal

Nashville Terminal #1, L & N Terminal

Kingsport, Tenn. Greyhound Bus

Chattanooga, Tenn. Terminal Sta. Stand

Chattanooga, Tenn. Greyhound Bus

THE UNION NEWS COMPANY

NEWSSTANDS

MAY - 1961

RADIO CITY DIVISION

LOCATION

American Metal Climax Bldg., Ave. of Americas, N. Y.

Colliseum, 59th St., New York

Crowell Collier Bldg., New York City

Esso News Bldg., 15 West 51st St., New York

Sheraton Astor, New York

" Atlantic, 34th Street, New York

Park Sheraton Hotel, New York City

Intnl Bldg. News #1, 630 - 5th Ave. N. Y. City

" " " #2, " " " "

Rockefeller Center News #2, N.Y. City, RCA Building

" " " #5, General Dynamics Bldg., N.Y.C.

" " " #8, Associated Press Bldg., N.Y.C.

" " " #9, R. C. Garage, N.Y.C.

" " " #10, 10 Rockefeller Plaza, N.Y.C.

" " " #11, U.S. Rubber Bldg., N.Y.C.

" " " #15, 30 Rockefeller Plaza, N.Y.C.

" " " #14, " " " "

" " " #12, " " " "

Sinclair News, New York City

Time & Life Building
(2 stands)

THE UNION NEWS COMPANY

NEWSSTANDS

MAY - 1961

PENN TERMINAL DIVISION
NEW YORK CITY

LOCATION

Penn Terminal, N. Y. #1
" " " #4
" " " #6
" " " #7
" " " #8
" " " #9
" " " #10
" " " #12
" " " #14

Penn #723, 33rd Street IRT Stand

Empire State Building News (2 stands)

Eastside Airlines News (Terminal, 1st Ave. & 38th St., N. Y. C.)

Hotel Statler, Tobacco, New York City

Penn Greyhound, 34th Street, New York City

NEWSSTANDS

MAY - 1961

HUDSON & MANHATTAN DIVISION

LOCATION

Hudson & Manhattan Terminal, Cortlandt Street, New York City

Hudson Terminal #1

" " #2

" " #3

" " #8

" " #9

THE UNION NEWS COMPANY

NEWSSTANDS

MAY - 1961

GRAND CENTRAL DIVISION

LOCATION

Lexington Avenue Hotel

575 Madison Ave. Bldg., New York City

488 Madison Ave. Bldg., New York City

Hotel Waldorf Cigar Stand

Hotel Commodore Cigar #1

Grand Central Cigar

Grand Central #1 - 42nd St. & Park Ave., New York

#2

#3

#4

#6

#7

#9

#11

#12

#13

#14

#16

#19

#20

Graybar Bldg., Newsstand, New York City

N. Y. Central Bldg., #1, 45th St., New York

Yale Club, Grand Central Terminal

Sheraton East Hotel, New York City

NEWSSTANDS

I.R.T. SUBWAY DIVISION

May 1961

Stand #604 Franklin Ave.
610 Nevins St. Down #2
611 Boro Hall Up #1
612 Boro Hall Up #2
615 Bowling Green #1
618 Wall St. Up #2
620 Fulton St. Up #1
621 Fulton St. Up #2
622 Fulton St. Down
624 Brooklyn Bridge Exp. Up #1
625 Brooklyn Bridge Exp. Up #2
626 Brooklyn Bridge Exp. Down #2
627 Worth St. Up
630 14th St Down Exp. #1 Lex.
631 14th St. Down Exp. #2 Lex.
633 14th St. Down Exp. Lex.
634 23rd St. Up Lex.
638 33rd St. Up Lex.
639 33rd St. Down Lex.
640 G. Central Mezz. #1
641 G. Central Mezz. #2
642 G. Central Mezz. #3
645 G. Central #3
647 G. Central Commodore
652 68th St. Mezz.
657 125th St. Up Lex. #1
662 G. Central Mezz. #4
668 149th St. Down
669 Prospect Ave. Down
706 Chambers St. Mezz.
707 14th St. Up 7th Ave.
710 14th St. Up 7th Ave.
711 14th St. Down 7th Ave.

I.R.T. DIVISION (Cont.)

Stand #713 14th St. Mezz.
718 Penn #2
719 Penn #3
720 Penn #4
721 Penn #5
726 42nd St. #1
728 Times Sq. Down
732 59th St. Down Broadway
733 79th St. Down Broadway
739 116th St. Down Broadway
760 Times Sq. Queens #1
763 Times Sq. Queens Mezz.
766 G. Central Queens #1
767 G. Central Queens #2
771 Willets Point
773 Main St. #1
806 Utica Ave. #2
814 Grand Army Plaza
602 Church Ave.
607 Nevins St. Up
628 Canal St. Up
629 Astor Place
635 23rd St.
649 51st St.
653 77th St.
654 86th St.
661 149th St.
667 149th St & Mott Ave.
670 Simpson St.
672 177th St.
673 241st St.
674 Parkchester
675 Hunts Point
676 96th St.

Stand #702 Park Place
737 103rd St.
738 110th St.
740 137th St.
741 145th St.
803 Saratoga Ave.
810 Newkirk Ave.
828 96th St.
831 116th St.
845 Freeman St.
850 Mott Ave.
855 Brook Ave.
856 Cypress Ave.
857 149th St.
872 66th St.
873 125th St.
874 137th St.
875 157th St.
886 Woodside Junction
887 Jackson Heights
894 36th St. Astoria
901 110th St.
902 51st St.
903 103rd St. Lex.
731 59th St. Up
734 86th St. Down
677 Longwood Ave.
905 Roosevelt Ave
888 Elmhurst Ave.
671 174th St. Down
906 Woodlawn St.

LOCATION

Stand #102 Queens Plaza
104 5th Ave.
105 57th St. Mezz.
108 49th St. South
111 42nd St. Mezz. #1
114 42nd St. South
115 40th St. Mezz.
116 34th St. Mezz.
117 33rd St. Arcade
118 34th St. South
119 32nd St. Mezz.
122 23rd St. North
123 23rd St. South #1
125 14th St. Mezz. #1
126 14th St. Mezz. #2
131 14th St. Canarsie #2
134 8th Ave. North
142 Court St. Mezz.
143 DeKalb Mezz.
145 DeKalb South
146 Pacific St. Mezz.
147 Pacific St. North
148 Pacific St. South #1
150 36th St. North
156 77th St.
158 34th St. South #2
159 Lex. Ave.
160 36th St. South #2
161 42nd St. South #2
162 34th St. Mezz. #2
164 14th St.
165 14th St.
166 Broadway Junction

Stand #176 [illegible]
177 [illegible]
179 [illegible]
182 25th St.
186 Rockaway Ave.
187 Ave. J
188 Ave. M
189 Ave. U
190 Kings Highway
192 Broad St. North
197 Chambers St. #2
198 Canal St. #1
199 Canal St. #2
205 Myrtle 14th St.
300 Atlantic Ave.
302 Beverly Road
328 16th St. Mezz.
345 Rockaway Parkway
356 Stillwell Ave.
415 20th Ave.
416 22nd Ave.
113 42nd St. North
130 14th St. Canarsie
133 14th St. 8th Ave.
152 45th St. 4th Ave.
154 59th St. North
155 Bay Ridge Ave.
170 18th Ave. Son Beach
175 9th Ave. West End
193 Broad St. South
194 Fulton St. North
196 Chambers St. Mezz.
305 Caton Ave. Brighton
325 Canal St. & Broadway
326 Cortland St. North

Stand #340 Grand St.14th Ave.
344 New Lots Ave.
361 Ave. P Culver
172 18th Ave. Sea Beach
391 Elderts Lane
401 Fresh Pond Road
403 Metropolitan Ave.
406 Ave. O
407 Ave. R
409 Ave. U
410 Ft. Hamilton Ave.
411 Kings Highway
412 New Utrecht Ave.
413 7th Ave. Sea Beach
414 18th Ave.
417 86th St.
421 Bay 50th St.
422 Ft. Hamilton Parkway
424 79th St.
430 Lawrence St.
450 Lorimer St.
138 City Hall
178 71st St.
335 Bedford Ave.

Long Island Railroad Stations

Baldwin

FlatBush #1

#2

#3

#5

Flushing, Main St.

Freeport

Garden City

Great Neck

Hempstead

Hicksville

Huntington

Jamaica #1

#4

#5

Concourse

Waiting Room

Long Beach

Lynbrook

Manhasset

Massapequa

Mineola

Nassau Blvd.

Port Washington

Rockville Center

Stewart Manor

Valley Stream

Wantagh

Woodside

La Guardia Field, International Stand, Queens

Idlewild Airport #1, United Airlines Terminal

La Guardia Field Portable, Queens

Pan American Gift, Pan American Building, Idlewild

Delta Stand, United Airlines, Idlewild

La Guardia Airport Stand, Queens

THE UNION NEWS COMPANY

NEWSSTANDS

MAY - 1961

WESTCHESTER & HUDSON DIVISION

LOCATION

Columbus Avenue, Mt. Vernon, N.Y., N.Y.N.H. & H.R.R. Station
Crames Park, Bronx, New York Stand
Darien, Conn., N.Y.N.H. & H.R.R. Station
Greenwich, Conn. "
Larchmont, New York "
Mamaroneck, New York "
Mt. Vernon #1, New York "
New Canaan, Conn. "
New Rochelle, N. Y. "
No. Pelham, N. Y. "
Portchester, N. Y. "
Poughkeepsie, N.Y., N. Y. Central Station
Rye, New York, N.Y.N.H. & H.R.R. Station
Stamford #1 "
Stamford #2 "
180th Street, New York IRT Station

NEWSSTANDS -

May 1961

LOCATION

Dover, N. J., D. L. & W. Sta.
Elizabeth, N. J., P. R.R. Sta.
Robert Treat Hotel, Newark, N. J.
Industrial Building, Newark, N. J.
Madison, N. J., D. L. & W. R.R.
Maplewood, N. J., D. L. & W. R.R.
Newark, N. J., P. R.R. Term.
Market St. #1 "
Market St. #3 "
Market St. #4 "
Market St. #5 "
Market St. #6 "
Market St. #7 "
Metuchon, N. J., P. R.R.
Montclair, N. J., D. L. & W. R.R.
Morristown, N. J.
M. & E. #1, Newark, N. J., D. L. & W. R.R. Sta.
M. & E. #2, Newark, N. J., D.L. & W. R.R. Sta.
New Brunswick, N. J., P. R.R.
Orange, N. J., D.L. & W. R.R.
Public Service #1, Newark, N. J.
Public Service #2, Newark, N. J.
Ridgewood, N. J., Erie, R.R.
Scranton, Pa. #1, D. L. & W. R.R.
South Orange, N. J., D. L. & W. R.R.
Summit, N. J., D. L. & W. R.R.

THE UNION [illegible]

NEWSSTANDS

MAY -- 1961

JERSEY CITY

LOCATION

Allenhurst, N. J., N. Y. & Long Branch R. R.

Barclay St. Ferry, N. Y. #1, D.L. & W. Term.

Bayonne, N.J. West 8th St. #1, C.R.R. of N.J.

" " East 33rd St. C.R.R. of N.J.

Belmar, N.J., Retail Acct. N.Y. & Long Branch

Bound Brook, N.J., C.R.R. of N. J.

Cranford, N. J. "

Elizabeth #2, N. J. "

Elizabethport, N. J. "

Fanwood, N. J. "

Grant Avenue

Hoboken Annex, D.L. & W.R.R.

Hoboken News, "

Hoboken #6, "

Jersey Central #3, Jersey City, C.R.R. of N. J. Station

Jersey City #2, Penn R.R.

Liberty News, N. Y. #1, C.R.R. of N. J. Station, Liberty Street

Little Silver, New Jersey, N. Y. & Long Branch Station

Long Branch, N. J. " "

Matawan, N. J. " "

Netherwood, N. J., C.R.R. of N. J. Station

Plainfield, N. J., " "

Red Bank, N.J., N. Y. & Long Branch

Rosselle, N. J., C.R.R. of N. J.

South Amboy, N. J., N. Y. & Long Branch Station

Spring Lake, N. J. " "

Westfield, N. J., C.R.R. of N. J.

THE UNION NEWS COMPANY

NEWSSTANDS

MAY - 1961

EASTERN DIVISION

LOCATION

Altoona, Pa. #2, PRR Station

Ambler, Pa., Reading Railroad

Atlantic City, N. J., Penn Reading Sea Shore Line

Baltimore, Md. Concourse, Penn Railroad

Baltimore, Md. Drug, Penn Railroad

Baltimore, Md. #1 B & O Station

Baltimore, Md. #3 B & O Station

Clarksburg, West Virginia, W. Va. Tras. Term.

Devon, Pa. Penn Railroad

East Falls, Pa.

Franklin Street, Reading, Pa. Reading Railroad

Harrisburg, Pa. Store, Penn Railroad

Harrisburg, Pa. #1 Penn Railroad

Annapolis Hotel, Washington, D.C.

Stacey Trent Hotel, Trenton, New Jersey

Hilderbrecht Hotel, Trenton, New Jersey

Willard Hotel, Washington, D.C.

Sheraton Belvedere, Baltimore, Maryland

Sheraton Carlton, Washington, D.C.

Sheraton, Philadelphia

Sheraton Park, Washington, D.C.

Statler Hotel, Washington, D.C.

Warick Hotel, Philadelphia, Pa.

Jenkintown, Pa., Reading Railroad

Lancaster, Pa., Penn Railroad

Lansdale, Pa., Reading Railroad

LOCATION

Miquon, Pa.

Noble, Pa.

North Philadelphia, Pa. #1, Penn Railroad

Paoli, Pa., Penn Railroad

Pittsburgh, Pa., #1, Penn Railroad

Pittsburgh, Pa., #3, Penn & L E Station

Reading, Pa. Outer Depot, Reading Railroad

69th Street Philadelphia Arcade

69th Street " Bus Terminal

69th Street " P & W Station

Suburban Station Building #1, Philadelphia, Penn R.R.

" " " #2, " "

" " " #3, " "

30th Street Philadelphia #2 Penn R.R.

30th Street Philadelphia #5, Penn R.R.

12th & Market Philadelphia #1, Reading Railroad

12th & Market Philadelphia #4, Reading Railroad

Trenton, New Jersey Penn R.R.

Villanova, Pennsylvania

Washington #1, Union Station

Washington #2, Union Station

Washington #4, Union Station

Washington #5, Union Station

Washington #6, Union Station

Washington #7, Union Station

Wayne Junction, Penn. PennR.R.R.

Wheeling, West Virginia, Union Bus Terminal

Williamsport, Pa., Penn R.R.

Wilmerding, Pa., Penn R.R.

Wilmington, Delaware #1, Penn R.R.

York, Pa., Penn R.R.R.

Sheraton, Pittsburgh

LOCATION

Philadelphia, Pa. Subway System

Darby Bus Soda Lunch

Allegheny #1

Allegheny #3

Arrott Street

Bridge Street

Broadway - Camden

Broadway - Olney #2

69th Street P.T.C.

City Hall

8th Street #1

8th Street #2

8th Street #3

Erie Avenue #1

Erie Avenue #2

Fern Rock

15th Street #1

15th Street #2

Olney #1

13th Street #3

Walnut - Locust

69th Street #1 Main

Broad & Snyder

13th Street #1

13th Street #2

THE UNION NEWS COMPANY

NEWSSTANDS

MAY - 1961

NEW ENGLAND

LOCATION

Albany, N. Y. Hospital Gift Shop

Albany #1, N. Y. C. Station

Back Bay, Mass. News, N. Y., N. H. & H. Station

Bridgeport, Conn. #1, " "

Eastern Airlines, Logan Field, Boston, Mass.

Hartford, Conn. Stand, N. Y., N. H. & H. Station

Sheraton, Baltimore, Providence, R. I.

Sheraton Kimball, Springfield, Mass.

" Plaza, Boston

" Ten Eyck, Albany, N. Y.

Logan Airport News, Boston

Meriden, Conn, N. Y., N. H. & H. Station

New Haven Stand, Conn. "

New London, Conn. "

Park Sq. Boston, B. & A. Station

Providence, R. I. #1, N. Y., N. H. & H.

" " Bus Terminal New England Trans. Term.

Schenectady, N. Y., C.R.R.

South Norwalk, Conn., N. Y. N. H. & H. Station

So. Station #1, Boston, Mass.

" " #3, " "

" " #10, " "

Springfield, #2, Mass., B. & A. Station

Westport-Saugatuck

Worcester, Mass., B. & A. Station

Statler Hotel, Boston

Statler Ofc. Bldg., Boston

Northeast Airlines, Logan Field, Boston

THE UNION NEWS COMPANY

NEWSSTANDS

MAY - 1961

MID WEST DIVISION

LOCATION

Beaumart Butler Bldg., Chicago

C. & N. W. #8 Stand "

C. & N. W. #9 Stand "

C. & N. W. #10 Stand "

C. & N. W. #11 Stand "

Englewood, Ill. Stand C.R.I. & Pac. Station

Fort Wayne, Ind. #1, Penn R.R.

Grand Rapids, Mich. Bus Stand

Blackstone Hotel, Chicago

Gary Hotel, Gary, Ind.

Pantling Hotel, Grand Rapids, Michigan

Racine Hotel, Racine, Wisconsin

St. Nicholas Hotel, Springfield, Ill.

Sheraton Towers, Chicago

Sheraton Montrose, Cedar Rapids, Iowa

Sheraton West, Los Angeles

Joliet, Ill. Union Depot

LaSalle #3 LaSalle Street Station, Chicago, Ill.

LaSalle #5 " " " " "

Madison, Wisconsin C. & N. W. Station

Merchandise Mart #1 Stand, Chicago

Merchandise Mart #2 Stand, Chicago

Merchandise Mart "L"

Milwaukee, Wisconsin #1, C. & N. W. Station

Morris Inn, South Bend, Ind

St. Charles Street, St. Louis City Bus Terminal

Wold-Chamberlain Airport, Minneapolis

Hotel [illegible]

THE UNION NEWS COMPANY

NEWSSTANDS

MAY - 1961

GREAT LAKES DIVISION

LOCATION

Akron #3

Buffalo C. T. #1 Stand

Cleveland #5

Detroit, Mich. #2 Stand Fort St. Station

Detroit #4 Michigan Central Station

Detroit #7 Michigan Central Station

Erie, Pa. N.Y. Central Station

Mansfield, O. Greyhound Terminal

Sheraton Cadillac, Detroit

Sheraton Rochester, N. Y.

Statler Hotel Stand, Buffalo

Rochester, N. Y. Greyhound Newsstand

Syracuse, N. Y. Central Stand

Toledo, Ohio #2 Stand N. Y. C. Station

Utica, N. Y. Stand, N. Y. Central Station

Memorandum from the Circulation Department 661a

Mr. Reynolds:

The following is a list of dealers, by borough, at which we have installed metal card holders. These dealers have submitted bills to us at the rate of $1.00 per month for six months:

BRONX:	Robert Sullivan, 2205 Ryer Ave. (N.W. 203 & Conc.)	
	Siegel, S. E. Allerton & White Plains Rd.	
	C. Weyant, Westchester Sq. Sta. Cor. Ferris Pl.	
	J. Leibowitz, S.E. Jerome & Bainbridge Ave.	
BROOKLYN:	Wohl, Ave. U Station	1507 Ave. "U"
	L.M.A. Rest-Corp.	1982 - 86th St.
	Flints	111 Church Ave.
QUEENS:	Earle Cigar & Staty	73-05 37th Rd.
	Kryzwicki	S.W. Main & Roosevelt Ave.
	C.E. & Z. Cigar Store	178-25 Hillside Ave.
MANHATTAN:	A.L.M. Cigar Store	877 - 3rd Ave.
	J. Kantor	S.E. Cor. 79th St. & Broadway
	Carl Mai	N.E. 177th & Ft. Wash. Ave.
	T. Jicha	N.W. 211th & Broadway

JRD

Jan. 26, 1962
L

GOVERNMENT'S EXHIBIT 19 - MEMO TO GOLDSTEIN AND WATERS DATED APRIL 11, 1962 AND ATTACHMENTS

Mr. Goldstein
Mr. Waters

For your interest, this is in response to my letter to Strassman calling his attention to these locations where our rented display space was not being exhibited.

PJR

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.
JAN 9 1973

April 11, 1962
p

Enclosures

FEDERAL TRADE COMMISSION
File No. 23[illegible] COMMISSION INVESTIGATIONAL Exhibit No. 19
In the Matter of [illegible]
Date 9/24/69 Witness [illegible] Reporter [illegible]

CIX-19
9/23/69

THE UNION NEWS COMPANY
131 Varick Street
NEW YORK 13, N. Y.

COPY

Mr. H. Kinas, Mgr.
Boston, Mass.

M. Strassman

4/10/62

We have a report that the Promotional Material of the New York Times is not being displayed at the locations listed below:

Sheraton Ten Eyck, Albany, N.Y.
N. Y. Central Train Service, Albany, N.Y.
N. Y. Central Station Stand, Albany, N.Y.
Albany Hospital
New York Central, Schenectady

Will you please see that this matter is corrected immediately and advise accordingly.

M.S.

cc: Mr. P. J. Reynolds

THE UNION NEWS COMPANY

131 Varick Street

NEW YORK 13, N. Y.

664a

COPY

Mr. J. V. LaManna, Supt
Newark, N.J.

M. Strassman

4/10/62

We have a report that the Promotional Material of the New York Times is not being displayed at the location listed below:

D. L. & W., Scranton, Pa.

Will you please see that this matter is corrected immediately and advise accordingly.

M.S.

cc: Mr. P. J. Reynolds

THE UNION NEWS COMPANY
131 Varick Street
NEW YORK 13, N. Y.

665a

Mr. W. G. Gillman, Mgr
Philadelphia, Pa.

M. Strassman

4/10/62

We have a report that the Promotional Material of the New York Times is not being displayed at the locations listed below:

Lancaster, Pa.
Altoona #2, Pa.
Franklin St. Reading RR, Reading, Pa.
#1 Stand, P.R.R., Harrisburg, Pa.
Pittsburgh, Pa. & Reading R.R. Station
Bus Terminal, Wheeling, West Virginia
Sheraton Hotel, Pittsburgh, Pa.
Union Station Stands, Washington, D.C.

Will you please see that this matter is corrected immediately and advise accordingly.

M.S.

cc: Mr. P. J. Reynolds

COPY

THE UNION NEWS COMPANY
131 Varick Street
NEW YORK 13, N. Y.

666a

COPY

Mr. J. J. Kelly, Mgr.
Buffalo, N.Y.

M. Strassman

4/10/62

We have a report that the Promotional Material of the New York Times is not being displayed at the locations listed below:

Sheraton Hotel, Rochester, N.Y.
Newsstand, New York Central, Utica, N.Y.

Will you please see that this matter is corrected immediately and advise accordingly.

M.S.

cc: Mr. P. J. Reynolds
Circulation Mgr.
The New York Times
Times Square
New York

April 4, 1932

Mr. Morris Strassman
The Union News Company
131 Varick Street
New York, New York

Dear Morris:

For your interest I am enclosing a copy of a report I received from our National Circulation Division concerning the display of our promotion cards at Union News Stands.

Sincerely,

P. J. Reynolds
Circulation Manager

p

Enclosure

Memorandum from the Circulation Department

April 3, 1962

MR. REYNOLDS:

RE: Promotional Material
At Union News Stands

1. The Sheraton Hotel in Rochester, N.Y., claims that no instructions have been issued for a display.

2. No display at Lancaster, Pa.

3. Washington, D.C., the Union News stands claim they do not receive the promotional material regularly.

4. No promotional material being displayed at:

Altoona #2 Railroad Station
Frankling St. Reading Railroad Station, Reading, Pa.
Harrisburg, Pa. #1 Railroad Station
Pittsburgh, Pa. & Reading Railroad Station
Wheeling, W. Va., bus terminal
Sheraton Hotel, Ittsburgh
DL&W, Scranton, Pa.
Ten Eyck Hotel, Albany
N. Y. Central Train Service, Albany
Union News, New York Central, Albany
Albany Hospital, Albany
New York Central, Utica
New York Central, Schenectady

RJW
R. J. W.

DAN/c

GOVERNMENT'S EXHIBIT 21 - LETTER FROM P.J. REYNOLDS TO UNION NEWS CO. DATED JUNE 13, 1962 669a

U. S. DIST. COURT
S. D. OF N. Y.

JUL 9 1973

June 13, 1962

Mr. Morris Strassman
The Union News Company
131 Varick Street
New York, New York

Dear Morris:

Our Country Division has advised us that our promotional material is not being displayed at the following Union News outlets which were included on the original list of 522 outlets:

Bridgeport, Connecticut
Springfield, Massachusetts
New London, Connecticut
Sheraton Hotel, Rochester, New York
Lancaster, Pennsylvania
Washington Union Station (#5-#6-#7)
Willard Hotel, Washington, D.C.
Sheraton Belvedere, Washington, D.C.
Sheraton Carlton, Washington, D.C.
Sheraton Park, Washington, D.C.
Ten Eyck Hotel, Albany, New York
Union News, New York Central
Albany Hospital
C & N W #8, 9, 11, Chicago, Illinois
Blackstone Hotel
La Salle Street Station, #3 & #5
Merchandise Mart #1
Union Depot, Columbus, Ohio
N.Y.C. Station, Toledo, Ohio
Fort Street Station, Detroit, Michigan
Michigan Central #4, Detroit, Michigan
Sheraton Towers, Chicago, Illinois

P. J. Reynolds
Circulation Manager

p

FEDERAL TRADE COMMISSION
File No. 23-6
COMMISSION INVESTIGATIONAL Exhibit No. 21
In the Matter of:
Date 7/13/62 Witness Reporter

Ancorp National Services, Inc.
131 VARICK STREET, NEW YORK, N.Y., 10013 • 212 • 255-5100

E OF THE VICE PRESIDENT

EXHIBIT 27
U. S. DIST. COURT
S. D. OF N. Y.
JUL 9 1970

June 3, 1969

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

Re. Rental of Space in Newsstands
for New York Times Advertising Signs

Dear Mr. Goldstein:

On March 21, Mr. McCollough wrote you a reminder letter about our not having received a check for month of February 1969, although we did receive a check for month of March 1969. With our letter, we sent you two copies of our February 3, 1969 invoice covering month of February 1969.

Also, we now find that New York Times has not paid us for the months of April and May 1969.

Please let us have payment covering these three months.

Very truly yours,

Alfred D'Ambrosio

Alfred D'Ambrosio
VICE PRESIDENT

ls

FEDERAL TRADE COMMISSION
File No. 7546 COMMISSION INVESTIGATIONAL Exhibit No. 27
In the Matter of: Quality Mags
Date 9/23/69 Witness Reporter PF

GOVERNMENT'S EXHIBIT 33 - AFFIDAVIT OF THOMAS P. McVEIGH AND ATTACHMENTS 671a

RE: UNION NEWS COMPANY

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

THOMAS P. McVEIGH, being duly sworn, deposes and says:

1. I am Assistant Controller of The New York Times Company.

2. My business address is The New York Times Company, 229 West 43rd Street, New York, New York.

3. I hereby verify that the accounting records of The New York Times Company indicate that the following payments were made to Union News Company for the rental of advertising space on Union News Company stands for the years indicated:

Year	Amount	Year	Amount
1969	$16,816.80	1964	$31,046.40
1968	31,046.40	1963	27,552.00
1967	31,046.40	1962	25,056.00
1966	31,046.40	1961	16,396.00
1965	31,046.40		

4. Invoices covering payments to Union News Company for the years 1969, 1968, 1967, 1965 and 1964 are attached. Invoices from Union News Company for the years 1961, 1962, 1963 and 1966 are not available in the accounting files of The New York Times Company.

THOMAS P. McVEIGH

Sworn to before me this
23rd day of September, 1969.

Notary Public

MARY ANN C. SIMPSON
Notary Public, State of New York
No. 41-3637775
Qualified in Queens County
Commission Expires March 30, 1971

FEDERAL TRADE COMMISSION
File No. [illegible]
In the Matter of [illegible]
Date [illegible]

File →

Please

*

1.293.60
2.587.20
2.587.20
2.587.20
2.587.20

11.642.40 ◊

11.642.40 *

THE UNION NEWS COMPANY
Division of The American News Company, Inc.
131 VARICK STREET, NEW YORK, N. Y. 10013

SOLD TO

June 2, 1969

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

WHEN REMITTING PLEASE QUOTE INVOICE NO.

YOUR ORDER NO.

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of June 1969 - 528 locations @ $4.90 $2587.20

to Mrs. Peggy Benya
Office of President

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

FORM 170-MISC.—10M—3-69 PRINTED IN U.S.A.

The Union News Company
Division of The American News Company, Inc.
131 VARICK STREET, NEW YORK, N. Y. 10013

AIRPORTS
BUS TERMINALS
INDUSTRIAL PLANTS
OFFICE BUILDINGS
RAILROAD TERMINALS
SUBWAY SYSTEMS
TURNPIKES

SOLD TO

May 1, 1969

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

WHEN REMITTING
PLEASE QUOTE INVOICE NO.

YOUR
ORDER NO.

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of May 1969 - 528 locations @ $4.90 $2587.20

Mrs. Peggy Benya
Office of President

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

FORM 170-MISC.—10M—10-67

675a

CIGAR SHOPS
DRUG STORES
GIFTS & NOVELTY SHOPS
NEWSSTANDS
VENDING MACHINES

THE UNION NEWS COMPANY

Division of The American News Company, Inc.

131 VARICK STREET, NEW YORK, N. Y. 10013

AIRPORTS
BUS TERMINALS
INDUSTRIAL PLANTS
OFFICE BUILDINGS
RAILROAD TERMINALS
SUBWAY SYSTEMS
TURNPIKES

SOLD TO

July 1, 1969

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 42rd St.
New York, N.Y.

Do Not Pay

WHEN REMITTING
PLEASE QUOTE INVOICE NO._____

YOUR
ORDER NO._____

Rental of Space in Newsstands
for New York Times Advertising Signs

for 2 weeks of July 1969 - 528 locations @ $4.90 $1293.60

These Invoices are Pd thru Civic Accts
Receivable 7/29/69
File with other B.Ls
as Letter
to Mrs. Peggy Benya
Officed President

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

4 170-MISC.—10M—3-69

PRINTED IN U.S.A.

676a

CIGAR SHOPS
DRUG STORES
GIFTS & NOVELTY SHOPS
NEWSSTANDS
VENDING MACHINES

The Union News Company
Division of The American News Company, Inc.
131 VARICK STREET, NEW YORK, N. Y. 10013

AIRLINES
INDUSTRIAL PLANTS
OFFICE BUILDINGS
RAILROAD TERMINALS
SUBWAY STATIONS
TURNPIKES

SOLD TO

April 1, 1969

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

WHEN REMITTING PLEASE QUOTE INVOICE NO._____

YOUR ORDER NO._____

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of April 1969 - 547 locations @ $4.90 ~~$2680.30~~ 2587.20

to Mrs. Peggy Benya
Office of President

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

FORM 170-MISC.—10M—4-68

PRINTED IN U.S.A.

CIRCULATION ACCOUNTS RECEIVABLE ADJUSTMENT

677a

I. NO. 2-6	LOC 10	TERR 11-16	CUSTOMER NAME 17-30
73797	1	190	Union News Co.

DESCRIPTION 31-60	CASH MO 61-64	CASH DA
	07	29

☐ ON ACCT _____ INVOICE ☐ _____

AMOUNT 65-71	

65-70
65

DATE PREPARED	ACCTS REC INIT	APPROVED BY	AUDITED BY

SECTION BELOW IS FOR ACCOUNTS REC WORK PURPOSES ONLY

	OTHER INST	GEN LED ACCT NAME		GEN LED	COST CTR	DR	CR
2	1 rod. t	CIRC ACCTS REC	11	0331			11642.40
2							

> SECTION OF FORM TO BE COMPLETED FOR THESE. MAKE TAPE CONTROL IN DUP. TAPE AND FORMS 1243 TO DATA PROC. FORMS 1243, INTERPRETED CARDS, AND LIST RETD. CHK CARDS AND LIST TO CONTROL. FILE CARDS IN OPEN ITEM FILE.

IS SECTION COVERS THE DEBITS AND CREDITS TO GENERAL LEDGER ACCOUNTS OTHER THAN CIRC. ACCTS. RECEIVABLE D SERVES AS A BASIS FOR JOURNAL VOUCHER ENTRIES ON THE COMPANY BOOKS.

X	Charge	Adv Posters From Circ. General	11	6813	2581	11642.40	
X							
X							
X		Cover Invoices of					
X		Union News Co					
X							
X		Feb - Apr - May					
X		June + 2 weeks July					
X		1969					
X							

OLLOWING SECTION MAY BE USED AS AN AID, IF DESIRED, IN DETERMINING ACCURACY OF A COMPLETE JOURNAL VOUCHER N THIS PARTICULAR TRANSACTION.

ASH		XXXXXXXXX
DEBIT CARD PULLED FROM OPEN ITEM FILE ALWAYS BECOMES A CREDIT.	XXXXXXXX	
CREDIT CARD PULLED FROM OPEN ITEM FILE ALWAYS BECOMES A DEBIT.		XXXXXXXXX

CIGAR SHOPS,
DRUG STORES
GIFTS & NOVELTY SHOPS
NEWSSTANDS
VENDING MACHINES

The Union News Company
Division of The American News Company, Inc.
131 VARICK STREET, NEW YORK, N. Y. 10013

AIRPORTS
BUS TERMINALS
INDUSTRIAL PLANTS
OFFICE BUILDINGS
RAILROAD TERMINALS
SUBWAY SYSTEMS
TURNPIKES

SOLD TO

February 3, 1969

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

WHEN REMITTING
PLEASE QUOTE INVOICE NO._____

YOUR
ORDER NO._____

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of February 1969 - 547 locations @ $4.90 ~~$2680.30~~ 2587

11.6813.2581

to W.A.McCollough
President

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

FORM 170-MISC—10M—4-68

PRINTED IN U.S.A.

679a

CIGAR SHOPS
DRUG STORES
GIFTS & NOVELTY SHOPS
NEWSSTANDS
VENDING MACHINES

The Union News Company
Division of The American News Company, Inc.
131 VARICK STREET, NEW YORK, N. Y. 10013

AIRPORTS
BUS TERMINALS
INDUSTRIAL PLANTS
OFFICE BUILDINGS
RAILROAD TERMINALS
SUBWAY SYSTEMS
TURNPIKES

SOLD TO

March 3, 1969

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

WHEN REMITTING
PLEASE QUOTE INVOICE NO.

YOUR
ORDER NO.

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of March 1969 - ~~547~~ 528 locations @ $4.90 ~~$2680.90~~ $2,587.20

11-6813.2581
MAR 12 1969

to W.A.McCollough
President

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

170-MISC—10M—4-68

PRINTED IN U.S.A.

NO. 020401 — The New York Times
229 WEST 43rd STREET, NEW YORK, N. Y. 10036

680a

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
	3.19.69			
	AS PER ATTACHED MARCH 3.69	2587.20	.00	2587.20

The New York Times

AUDITOR'S APPROVAL	
APPROVED FOR PAY'T	
EXAMINED	
CHECK SIGNED	

DISBURSEMENT

DATE MAR 17 69

TO THE ORDER OF
THE UNION NEWS COMPANY
131 VARICK STREET
NEW YORK N Y 10013

PAY
$ 0,002587.20

CHEMICAL BANK NEW YORK TRUST COMPANY
803 WEST 42nd STREET, N. Y., N. Y.

NON NEGOTIABLE

"020401"

1111 - JUN. 64

681a

MEMORANDUM FOR
Mr. MacPh...

☐ I'd like to talk this over

☐ Please prepare report

☒ For your attention

☐ Please forward with ...

☐ Please note and return

☐ For your information

☐ Copy for Mr. _____

from G.D.F.

3/10

3-18-69

NYT

No. 009747 THE NEW YORK TIMES 682a

229 WEST 43RD STREET, NEW YORK, N. Y. 10036

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
	1.2.69			
	RENTAL OF SPACE IN NEWSSTANDS FOR N.Y. TIMES ADVERTISING SIGNS FOR MONTH OF JAN 69:	2587.20	.00	2,587.20

The New York Times

DISBURSEMENT

AUDITOR'S APPROVAL	
APPROVED FOR PAY'T	
EXAMINED	
CHECK SIGNED	

DATE JAN 23 69

PAY $0,002,587.20

TO THE ORDER OF
THE UNION NEWS COMPANY
131 VARICK STREET
NEW YORK, N.Y. 10013

CHEMICAL BANK NEW YORK TRUST COMPANY
303 WEST 42nd STREET, N. Y. N. Y.

NON NEGOTIABLE

⑈009747⑈

1111 - JUN. 64

683a

CIGAR SHOPS
DRUG STORES
GIFTS & NOVELTY SHOPS
NEWSSTANDS
VENDING MACHINES

The Kiosk News Company
Division of The American News Company, Inc.
131 VARICK STREET, NEW YORK, N. Y. 10013

AIRPORTS
BUS TERMINALS
INDUSTRIAL PLANTS
OFFICE BUILDINGS
RAILROAD TERMINALS
SUBWAY SYSTEMS
TURNPIKES

SOLD TO 12489

January 2, 1969

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St. NYT
New York, N.Y.

WHEN REMITTING PLEASE QUOTE INVOICE NO._____ YOUR ORDER NO._____

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of January 1969 - ~~527~~ 528 locations @ $4.90 ~~$2680.30~~ $2567.20

11-6813-2581
JAN 23 1969

to W.A.McCollough
President

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

FORM 170-MISC—10M—4-68 PRINTED IN U.S.A.

ALPHABETIC COPY

684a

No. 004844

THE NEW YORK TIMES

229 WEST 43RD STREET, NEW YORK, N. Y. 10036

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
	RENTAL OF SPACE IN NEWSSTANDS FOR ADVERTISING SIGNS FOR DEC 68	2587.20	.00	2587.20

AUDITOR'S APPROVAL

APPROVED FOR PAY'T

EXAMINED

CHECK SIGNED

The New York Times

DISBURSEMENT

DATE

DEC 10 68

TO THE ORDER OF

THE UNION NEWS COMPANY
131 VARICK STREET
NEW YORK, N.Y. 10013

PAY

$0,002,587.20

CHEMICAL BANK NEW YORK TRUST COMPANY
803 WEST 42nd STREET, N. Y., N. Y.

NON NEGOTIABLE

1111 - JUN. 64

AR SHOPS
G STORES
S & NOVELTY SHOPS
WSSTANDS
NDING MACHINES

The Union News Company
Division of The American News Company, Inc.
131 VARICK STREET, NEW YORK, N. Y. 10013

AIRPORTS
BUS TERMINALS
INDUSTRIAL PLANTS
OFFICE BUILDINGS
RAILROAD TERMINALS
SUBWAY SYSTEMS
TURNPIKES

December 2, 1968

LD TO

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

N REMITTING
SE QUOTE INVOICE NO.

YOUR
ORDER NO.

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of December 1968 - ~~547~~ 528 locations @ $4.90

$2587.20
~~$2680.80~~

Ok
to pay corrected
amount.

11-6813-2581
DEC 9 1968

to W.A.McCollough
Exec.VicePres.

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

PRINTED IN U.S.A.

70-MISC—10M—4-68

ALPHABETIC COPY

686a

No. 004785

THE NEW YORK TIMES

229 WEST 43rd STREET, NEW YORK, N. Y. 10036

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
	PASTER COPY DISTRIBUTION	22.00	.00	22.00

AUDITOR'S APPROVAL
APPROVED FOR PAY'T
EXAMINED
CHECK SIGNED

The New York Times

DISBURSEMENT

DATE

TO THE ORDER OF

UNION NEWS CO.,
SHERATON PARK HOTEL
131 VARICK STREET
NEW YORK CITY, N.Y. 10013

DEC 9 68

PAY

$0,000,022.00

CHEMICAL BANK NEW YORK TRUST COMPANY
303 WEST 42nd STREET, N. Y., N. Y.

NON NEGOTIABLE

C004785

1111 - JUN. 64

This is the first of 3 distribution instruction sheets. There is one instruction sheet for each of the Hotels involved in the Paster Distribution.

Total order: 2200 1. SHERATON PARK HOTEL

PASTER COPY DISTRIBUTION

Date November 27, 1968

Nature of Convention The National Convention for The Social Studies

Held at 3 Hotels in Washington, D. C.

Distribution to be made at the following hotels:

1. Sheraton Park Hotel
2. ~~Shoreham Hotel~~
3. ~~Windsor Park~~ Hotel

Issue Date	Copies Ordered	Copies Distributed
Thursday, November 28, 1968	1100	

11-6839-1991- ½

Sponsor THE NEW YORK TIMES-Book & Education Division. Code 11-~~6963~~6839-1985 - ½

To be charged at the rate of $15.00 per hundred BB 12/3/68

Approved [signature] Circulation Manager

Pay to: UNION NEWS CO
131 VARICK ST
NYC 10013 for

Distribution Expense

Wholesaler ~~District News~~ ~~$1.50~~ per hundred

Newsstand Union News Co., Sheraton Park Hotel $2.00 per hundred 22.00
Washington, DC

Hotel Distribution Mr. Nolvert Scott
Supt. of Services $5.00 per hundred

Attach Paster if any on reverse side.

11-6839-A91 - 11.00
1985 - 11.00
DFO

688a

CIGAR SHOPS
DRUG STORES
GIFTS & NOVELTY SHOPS
NEWSSTANDS
VENDING MACHINES

The Metro Times Company
Division of The American News Company, Inc.
131 VARICK STREET, NEW YORK, N. Y. 10013

AIRPORTS
BUS TERMINALS
INDUSTRIAL PLANTS
OFFICE BUILDINGS
RAILROAD TERMINALS
SUBWAY BYWAYS
TURNPIKES

SOLD TO

November 1, 1968

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

WHEN REMITTING PLEASE QUOTE INVOICE NO.

YOUR ORDER NO.

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of November 1968 - ~~547~~ locations @ $4.90 $2587.20 ~~$2680.80~~

(Due to additional operations. [redacted])

11-6813-X581

NOV 7 1968

525

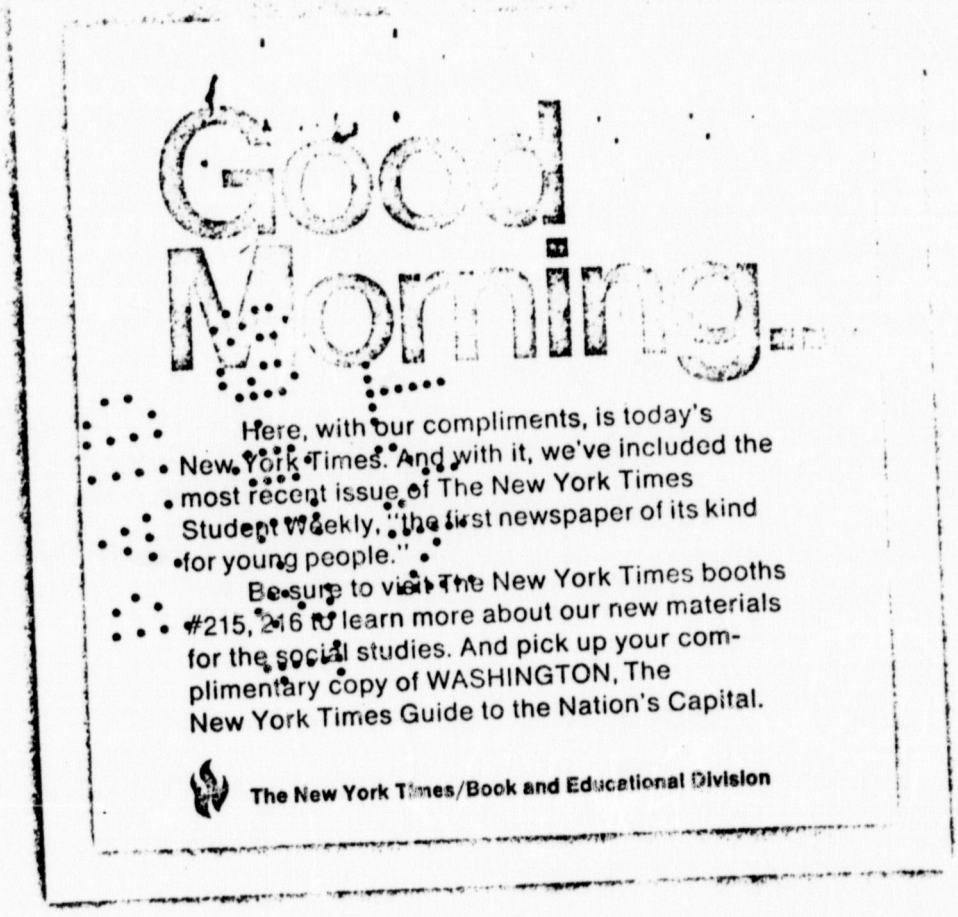
OK to renew
[signature]

to W.A.McCollough
Exec.VicePres.

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

M 170-MISC.—10M—10-67

PRINTED IN U.S.A.


Good Morning...
Here, with our compliments, is today's New York Times. And with it, we've included the most recent issue of The New York Times Student Weekly, "the first newspaper of its kind for young people."
Be sure to visit The New York Times booths #215, 216 to learn more about our new materials for the social studies. And pick up your complimentary copy of WASHINGTON, The New York Times Guide to the Nation's Capital.
The New York Times/Book and Educational Division

690a

CIGAR SHOPS
DRUG STORES
GIFTS & NOVELTY SHOPS
NEWSSTANDS
VENDING MACHINES

The American News Company
Division of The American News Company, Inc.
131 VARICK STREET, NEW YORK, N.Y. 10013

AIRPORTS
BUS TERMINALS
INDUSTRIAL PLANTS
OFFICE BUILDINGS
RAILROAD TERMINALS
SUBWAY SYSTEMS
TURNPIKES

SOLD TO

October 1, 1968

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

WHEN REMITTING
PLEASE QUOTE INVOICE NO.

YOUR
ORDER NO.

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of October 1968 - 547 locations @ $4.90 $2680.30

(Due to additional operations. See attached slip)

Less 19 locations not agreed to 93.10

Pay this amount 2587.20

Y-6813-X581

OCT 17 1968

to W.A.McCollough
Exec.VicePres.

170-MISC.—10M—10-67

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

PRINTED IN U.S.A.

No 000259

THE NEW YORK TIMES
229 WEST 43RD STREET, NEW YORK, N.Y. 10036

691a

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
		11·8·68		
11 1 68	AS PER ATTACHED	NY 2587.20	.00	2587.20

The New York Times

DISBURSEMENT

AUDITOR'S APPROVAL	
APPROVED FOR PAY'T	
EXAMINED	
CHECK SIGNED	

DATE

TO THE ORDER OF

THE UNION NEWS COMPANY
131 VARICK STREET
NEW YORK, N.Y. 10013

NOV 8 68

PAY

$0,002587.20

CHEMICAL BANK NEW YORK TRUST COMPANY
303 WEST 42nd STREET, N. Y., N. Y.

NON NEGOTIABLE

JUN. 64

692a

MEMORANDUM FOR
Mr. [illegible] 10/17

- ☐ I'd like to talk this over
- ☐ Please prepare report
- ☑ For your attention
- ☐ Please forward with note
- ☐ Please note and return
- ☐ For your information
- ☐ Copy for Mr. _____

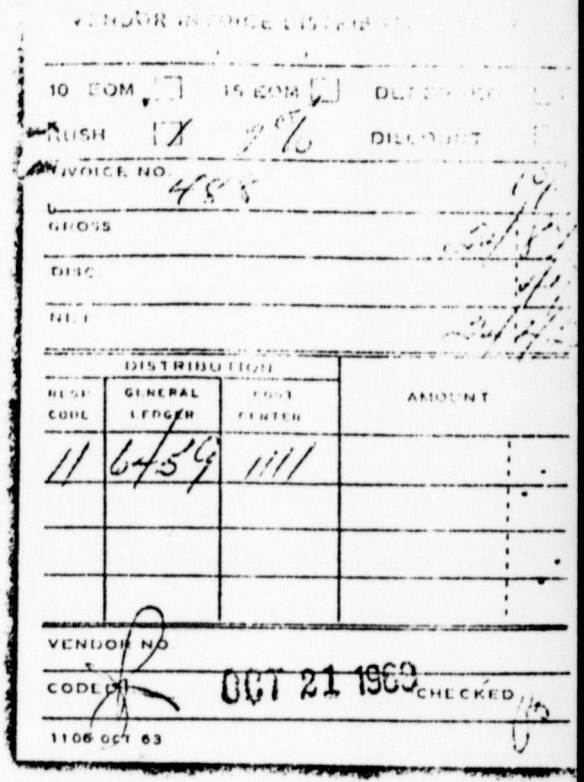
from T. McV.

PAI

10·21

NY

693a



VENDOR INVOICE LISTING

10 EOM ☐ 15 EOM ☐ DUE ☐

RUSH X 2% DISCOUNT ☐

INVOICE NO. 455

GROSS

DISC

NET

DISTRIBUTION			
RESP CODE	GENERAL LEDGER	COST CENTER	AMOUNT
11	6459	1111	

VENDOR NO

CODED OCT 21 1969 CHECKED

1106 OCT 63

No. 0075875

694a

THE NEW YORK TIMES

229 WEST 43RD STREET, NEW YORK, N. Y. 10036

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
		10-21-68 NYT		
10 1 68	AS PER ATTACHED	2,[illegible]7.20	.00	2,[illegible]7.20

AUDITOR'S APPROVAL	
APPROVED FOR PAY'T.	
EXAMINED	
CHECK SIGNED	

The New York Times

DISBURSEMENT

DATE

TO THE ORDER OF

THE UNION NEWS COMPANY
131 VARICK STREET
NEW YORK, N.Y. 10013

OCT 18 68

PAY

$0,00[illegible] 87.20

THE CHASE MANHATTAN BANK N. A.
1441 BROADWAY, NEW YORK, N. Y. 10018

NON NEGOTIABLE

1102 - JAN. 65

No 4874 .

THE NEW YORK TIMES

229 WEST 43RD STREET, NEW YORK, N. Y. 10036

695a

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
		10-22-68		
488		NYT 24.89	.47	24.42

The New York Times

DISBURSEMENT

AUDITOR'S APPROVAL	
APPROVED FOR PAY'T	
EXAMINED	
CHECK SIGNED	

DATE OCT 22 68

TO THE ORDER OF

THE UTILITY COMPANY INC.
10 WEST 33RD STREET
NEW YORK, N.Y. 10001

PAY $0,000,024.42

CHEMICAL BANK NEW YORK TRUST COMPANY
303 WEST 42nd STREET, N. Y., N. Y.

NON NEGOTIABLE

1111 - JUN. 64

696a

CALL [illegible] IF YOU ANTICIPATE A DELAY

The New York Times
229 W. 43rd ST., NEW YORK, N.Y. 10036

SHOW PURCHASE ORDER NO. ON ALL INVOICES AND SHIPPING PAPERS. C- 6093

ACC. NO. | REQ. NO. | DATE | COST CENTER CODE

MARK FOR ATTENTION OF: NAME, DEPT. AND FLOOR

DELIVER TO: RECEIVING DEPT., GROUND FLOOR

☐ 216 W. 43RD ST. ☐ 101 WEST END AVE. ☐ SEE BELOW

SEND INVOICES TO:

☐ THE PRESSTIME THE NEW YORK TIMES ☐ INTERSTATE BROADCASTING CO. 229 W. 43rd St., N. Y., N. Y. 10036

Utility Company Inc.
312 Fifth Ave.
New York, New York

11.2

WT

YOU ARE AUTHORIZED TO: ☐ FURNISH ☐ PROVIDE LABOR ☐

3 doz cans - Cresolvent Taste Hand Cleaner

RECEIVING - A/P

7402 - MAR. 68

P.B. — ACCEPTED BY

1c/4 — DATE

PURCHASING AGENT

RECEIVING CLERK

697a

THOMAS LEEMING & Co. INC.

GRE-SOLVENT HAND SOAPS
PASTE, POWDER, WATERLESS

GRE-SOL REG.

CORE WATERLESS HAND CLEANER

10 W. 33rd STREET, NEW YORK, N.Y. 10001 · 279-1775-76

1229

DATE OCT 4 - 1968

TO THE NEW YORK TIMES
THE TREASURER
229 WEST 43rd STREET
NEW YORK, N.Y. 10036

NYT

SHIPPED TO SAME

RECEIVING DEPT.-GROUND FLOOR
216 WEST 44th STREET

ATT: MR. KORMAN

TERMS: 2% 10 DAYS, NET 30	YOUR ORDER NO. G-6098	SHIPPED VIA TRUCK	SHIP. DATE
SALESMAN 1	OUR ORDER DATE 9/3/68		

QUANTITY	DESCRIPTION	PER CASE	TOTAL		NET EXTENSION
3 cs	3-lb. GRE-SOLVENT/12	7.90	23.70		23.70
				5% NYS TAX	1.19
					24.89

GENERAL ACCOUNTING
INVOICE SECTION
RECEIVED
OCT 8 1968
Checked by:

"GRE-SOLVENT — CLEANS HANDS CLEAN"

WE GUARANTEE IN ACCORDANCE THAT ALL MERCHANDISE COVERED BY THIS INVOICE IS WITH THE PROVISIONS OF THE FAIR LABOR STANDARDS MANUFACTURED ACT OF 1938

ALPHABETICAL COPY

No. 0071656

THE NEW YORK TIMES

229 WEST 43rd STREET, NEW YORK, N. Y. 10036

698R

INV. & CR. DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
9 3 68	RENTAL OF SPACE IN NEWSSTANDS FOR MONTH OF SEPT 68 RE 528 LOCATION	2,587.20	.00	2,587.20

The New York Times

AUDITOR'S APPROVAL	CWS
APPROVED FOR PAY T.	
EXAMINED	
CHECK SIGNED	

DISBURSEMENT

DATE SEP 11 68

TO THE ORDER OF
THE UNION NEWS COMPANY
131 VARICK STREET
NEW YORK, N.Y. 10013

PAY
$0,002,587.20

THE CHASE MANHATTAN BANK N. A.
1441 BROADWAY, NEW YORK, N. Y. 10018

NON NEGOTIABLE

699a

CIGAR SHOPS
DRUG STORES
GIFTS & NOVELTY SHOPS
NEWSSTANDS
VENDING MACHINES

The Music Vues Company
Division of The American News Company, Inc.
131 VARICK STREET, NEW YORK, N. Y. 10013

SOLD TO

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

September [illegible]

NYT

WHEN REMITTING
PLEASE QUOTE INVOICE NO.

YOUR
ORDER #

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of September 1968 - 528 locations @ $4.90 $2587.20

11-6813-X581

SEP 5 1968

W.A.W[illegible]ough
Exe[illegible]Pres.

FORM 170-MISC—10M—4-68

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

PRINTED IN U.S.A.

700a

INVOICE NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
	AS PER ATTACHED 8 ; 68	2587.20	.00	2587.20

The New York Times

AUDITOR'S APPROVAL
APPROVED FOR PAY'T.
EXAMINED
CHECK SIGNED

DISBURSEMENT

TO THE ORDER OF
THE UNION NEWS COMPANY
131 VARICK STREET
NEW YORK, N.Y. 10013

DATE
AUG 5 68

PAY
$0002587.20

THE CHASE MANHATTAN BANK N. A.
1441 BROADWAY, NEW YORK, N. Y. 10018

NON NEGOTIABLE

1102 - JAN. 65

CIGAR SHOPS
DRUG STORES
GIFTS & NOVELTY SHOPS
NEWSSTANDS
VENDING MACHINES

The Union News Company

Division of The American News Company, Inc.

131 VARICK STREET, NEW YORK, N. Y. 10013

AIRPORTS
BUS TERMINALS
INDUSTRIAL PLANTS
OFFICE BUILDINGS
RAILROAD TERMINALS
SUBWAY SYSTEMS
TURNPIKES

701a

SOLD TO

August 1, 1968

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

WHEN REMITTING PLEASE QUOTE INVOICE NO._____

YOUR ORDER NO._____

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of August 1968 - 528 locations @ $4.90 $2587.20

11-6813-WSF1

AUG 2 1968

to W.A.McCollough
Exec.VicePres.

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

FORM 170-MISC—10M—4-68

PRINTED IN U.S.A.

No. 006490

THE NEW YORK TIMES
229 WEST 43RD STREET, NEW YORK, N. Y. 10036

702a

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
	RENTAL FOR JULY 68	2587.20	.00	2587.20

The New York Times

AUDITOR'S APPROVAL
APPROVED FOR PAY T.
EXAMINED
CHECK SIGNED

DISBURSEMENT

DATE

TO THE ORDER OF
THE UNION NEW COMPANY
131 VARICK STREET
NEW YORK NY 10013

JUL 9 68

PAY
$ 00258720

THE CHASE MANHATTAN BANK N. A.
1441 BROADWAY, NEW YORK, N. Y. 10018

NON NEGOTIABLE

1102 - JAN. 65

703a

...ORDS
...ETTES
...& NOVELTY SHOPS
...STANDS
...EST MACHINES

The American News Company
Division of The American News Company, Inc.
131 VARICK STREET, NEW YORK, N. Y. 10013

AIRLINES
CUSTOM MAIL
INDUSTRIAL PLANTS
OFFICE BUILDINGS
RAILROAD TERMINALS
SUBWAY STATIONS
TURNPIKES

July 1, 1968

TO

Mr. Hal Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

REMITTING
QUOTE INVOICE NO.

YOUR
ORDER NO.

1 of Space in Newsstands for New York Times Advertising Signs

onth of July 1968 - 528 locations @ $4.90 $2587.20

[illegible]

.6813.2581

UL - 8 1968

to W.A.McCollough
Exec.VicePres.

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

PRINTED IN U.S.A.

SC—10M—4-68

704a

0082626

THE NEW YORK TIMES
229 WEST 43rd STREET, NEW YORK N. Y. 10036

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
	RENTAL SPACE IN NEWSSTANDS JUNE 68	2587.20	.00	2587.20

The New York Times

DISBURSEMEN

AUDITOR'S APPROVAL	
APPROVED FOR PAY T.	
EXAMINED	
CHECK SIGNED	

DATE

JUN 17 68

PAY

$.002,587.20

TO THE ORDER OF

THE UNION NEWS COMPANY
131 VARICK ST
NEW YORK NY 10013

THE CHASE MANHATTAN BANK N. A.
1441 BROADWAY, NEW YORK, N. Y. 10018

NON NEGOTIABLE

705a

CIGAR SHOPS
DRUG STORES
GIFTS & NOVELTY SHOPS
NEWSSTANDS
VENDING MACHINES

The Union News Company

Division of The American News Company, Inc.

131 VARICK STREET, NEW YORK, N. Y. 10013

AIRPORTS
BUS TERMINALS
INDUSTRIAL PLANTS
OFFICE BUILDINGS
RAILROAD TERMINALS
SUBWAY SYSTEMS
TURNPIKES

SOLD TO

June 3, 1968

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

WHEN REMITTING PLEASE QUOTE INVOICE NO._____

YOUR ORDER NO._____

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of June 1968 - 528 locations @ $4.90 $2587.20

11-6913-2581
JUN 13 1968

to W.A.McCollough
Exec.VicePresident

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

FORM 170-MISC.—10M—4-68

PRINTED IN U.S.A.

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET
	SERVICES MAY 68	2587.20		
		NET		

The New York Times

AUDITOR'S APPROVAL	AJ
APPROVED FOR PAY T.	
EXAMINED	
CHECK SIGNED	

DISBURSEMENT

DATE

TO THE ORDER OF

THE UNION NEWS COMPANY
131 VARICK ST
NEW YORK NY 10013

MAY 8 68

PAY
$2587.20

THE CHASE MANHATTAN BANK N. A.
1441 BROADWAY, NEW YORK, N. Y. 10018

NON NEGOTIABLE

1102 - JAN. 65

707a

CIGAR STORES
DRUG STORES
GIFTS & MISCELLANEOUS
NEWSSTANDS
VENDING MACHINES

The American News Company
Division of The American News Company, Inc.
131 VARICK STREET, NEW YORK, N. Y. 10013

AIRPORTS
BUS TERMINALS
INDUSTRIAL PLANTS
OFFICE BUILDINGS
RAILROAD TERMINALS
SUBWAY SYSTEMS
TURNPIKES

SOLD TO

May 1, 1968

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

NYT

WHEN REMITTING PLEASE QUOTE INVOICE NO.

YOUR ORDER NO.

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of May 1968 - 508 locations @ $4.90 $2587.20

11-6813-2581

MAY - 6 1968

to W.A.McCollough
Exec.VicePresident

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

FORM 170-MISC.—10M—10-67

PRINTED IN U.S.A.

0004938

THE NEW YORK TIMES
229 WEST 43rd STREET, NEW YORK, N. Y. 10036

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
APR 68	SERVICE	2587.20	.00	2,587.20

The New York Times

DISBURSEMENT

AUDITOR'S APPROVAL	
APPROVED FOR PAY'T.	
EXAMINED	
CHECK SIGNED	

DATE

TO THE ORDER OF
THE UNION NEWS COMPANY
131 VARICK ST
NEW YORK NY 10013

APR 8 68

PAY
$ 2,587.20

THE CHASE MANHATTAN BANK N. A.
1441 BROADWAY, NEW YORK, N. Y. 10018

NON NEGOTIABLE

1102 - JAN. 65

CIGAR SHOPS,
DRUG STORES
GIFTS & NOVELTY SHOPS
NEWSSTANDS
VENDING MACHINES

The Union News Company

Division of The American News Company, Inc.

131 VARICK STREET, NEW YORK, N. Y. 10013

AIRPORTS
BUS TERMINALS
INDUSTRIAL PLANTS
OFFICE BUILDINGS
RAILROAD TERMINALS
SUBWAY SYSTEMS
TURNPIKES

SOLD TO

April 1, 1968

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

WHEN REMITTING
PLEASE QUOTE INVOICE NO._____

YOUR
ORDER NO._____

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of April 1968 - 528 locations @ $4.90 $2587.20

J1-6813-~~2351~~

APR 4 1968

to W.A.McCollough
Exec.VicePres.

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

FORM 170-MISC.—10M—10-67

PRINTED IN U.S.A.

ALPHABETIC COPY

No. 0051229

THE NEW YORK TIMES

229 WEST 43RD STREET, NEW YORK, N. Y. 10036

710

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
3 1 8	AS PER ATTACHED	2587.20	.00	2587.20

The New York Times

DISBURSEMENT

AUDITOR'S APPROVAL	
APPROVED FOR PAY'T.	
EXAMINED	
CHECK SIGNED	

DATE

TO THE ORDER OF

THE UNION NEWS CO
131 VARICK ST
NEW YORK NY 10013

MAR 68

PAY

$ 2587.20

THE CHASE MANHATTAN BANK N. A.
1441 BROADWAY, NEW YORK, N. Y. 10018

NON NEGOTIABLE

1102 - JAN. 65

711a

CIGAR STORES
DRUG STORES
GIFTS & NOVELTY SHOPS
NEWSSTANDS
VENDING MACHINES

The Main Line Company
Division of The American News Company, Inc.
131 VARICK STREET, NEW YORK, N.Y. 10013

AIRPORTS
BUS TERMINALS
INDUSTRIAL PLANTS
OFFICE BUILDINGS
RAILROAD TERMINALS
SUBWAY SYSTEMS
TURNPIKES

SOLD TO

March 1, 1968

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

WHEN REMITTING
PLEASE QUOTE INVOICE NO._____

YOUR
ORDER NO._____

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of March 1968 - 528 locations @ $4.90 $2587.20

11-6413-3331

MAR 5 1968

to W.A.McCollough
Exec.VicePres.

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

FORM 170-MISC.—10M—10-67

PRINTED IN U.S.A.

ALPHABETIC COPY

No. 0047969

THE NEW YORK TIMES

229 WEST 43RD STREET, NEW YORK, N. Y. 10036

712a

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
	FEB 68 SERVICES	2,587.20	.00	2,587.20

The New York Times

DISBURSEMENT

DATE

TO THE ORDER OF

THE UNION NEWS COMPANY
131 VARICK ST
NEW YORK NY 10013

FEB 8 68

THE CHASE MANHATTAN BANK N. A.
1441 BROADWAY, NEW YORK, N. Y. 10018

AUDITOR'S APPROVAL

APPROVED FOR PAY T.

EXAMINED

CHECK SIGNED

PAY

$ 2,587.20

NON NEGOTIABLE

1102 - JAN. 65

713a

CIGAR SHOPS
DRUG STORES
GIFTS & NOVELTY SHOPS
NEWSSTANDS
VENDING MACHINES

St. Louis News Company
Division of The American News Company, Inc.
131 VARICK STREET, NEW YORK, N. Y. 10013

AIRPORTS
BUS TERMINALS
INDUSTRIAL PLANTS
OFFICE BUILDINGS
RAILROAD TERMINALS
SUBWAY SYSTEMS
TURNPIKES

SOLD TO

February 1, 1968

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

WHEN REMITTING PLEASE QUOTE INVOICE NO. _____

YOUR ORDER NO. _____

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of February 1968 - 528 locations @ $4.90 $2587.20

11-6813-X781

FEB - 5 1968

to W.A.McCollough
Vice Pres.

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

FORM 170-MISC.—10M—10-67

PRINTED IN U.S.A.

0049609 THE NEW YORK TIMES
229 WEST 43rd STREET, NEW YORK, N.Y. 10036

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
	RENTAL SPACE JAN 68	2,587.20	.00	2,587.20

The New York Times

DISBURSEMENT

AUDITOR'S APPROVAL	
APPROVED FOR PAY T.	
EXAMINED	
CHECK SIGNED	

DATE

TO THE ORDER OF
THE UNION NEWS COMPANY
131 VARICK ST
NEW YORK NY 10013

JAN 19 68

PAY
$ 0,002,587.20

THE CHASE MANHATTAN BANK N. A.
1441 BROADWAY, NEW YORK, N. Y. 10018

NON NEGOTIABLE

1102 - JAN. 65

031-7225 THE NEW YORK TIMES 715a

229 WEST 43rd STREET, NEW YORK, N. Y. 10036

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
	SERVICES APR 67	2587.20	.00	2587.20

The New York Times

DISBURSEMENT

AUDITOR'S APPROVAL	
APPROVED FOR PAY'T.	
EXAMINED	
CHECK SIGNED	

DATE APR 10 67

TO THE ORDER OF
THE UNION NEWS COMPANY
131 VARICK ST
NEW YORK NY 10013

PAY $0002587.20

THE CHASE MANHATTAN BANK N. A.
1441 BROADWAY, NEW YORK, N. Y. 10018

NON NEGOTIABLE

1102 - JAN. 65

716a

CIGAR SHOPS
DRUG STORES
GIFTS & NOVELTY SHOPS
NEWSSTANDS
VENDING MACHINES

The Union News Company
Division of The American News Company, Inc.
131 VARICK STREET, NEW YORK, N. Y. 10013

AIRPORTS
BUS TERMINALS
INDUSTRIAL PLANTS
OFFICE BUILDINGS
RAILROAD TERMINALS
SUBWAY SYSTEMS
TURNPIKES

SOLD TO

January 2, 1968

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

NYT

WHEN REMITTING
PLEASE QUOTE INVOICE NO._____

YOUR
ORDER NO._____

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of January 1968 - 528 locations @ $4.90 $2587.20

1-813-X581

JAN 11 1968

to W.A.McCollough
Vice Pres.

FORM 170-MISC.—10M—10-67

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

PRINTED IN U.S.A.

717a

Division of the Hudson Press Company, Inc.

131 VARICK STREET, NEW YORK, N. Y. 10013

RAILROAD AND TRANSPORTATION CONCESSIONS RESTAURANTS

SOLD TO

April 3, 1967

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

WHEN REMITTING PLEASE QUOTE INVOICE NO.

YOUR ORDER NO.

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of April 1967 - 528 locations @ $4.90 $2587.20

11-6813-7581

APR 7 1967

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

to W.A.McCollough
Vice President

ARTIFICIAL COPY

718a

No. 0003941

THE NEW YORK TIMES

229 WEST 43rd STREET, NEW YORK, N. Y. 10036

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
	SERVICES MARCH 67	2587.20	.00	2587.20
		NYT		

AUDITOR'S APPROVAL

APPROVED FOR PAY'T.

EXAMINED

CHECK SIGNED

The New York Times

DISBURSEMENT

DATE

MAR 867

TO THE ORDER OF

THE UNION NEWS COMPANY
131 VARICK ST
NEW YORK NY 10013

PAY

$ 002587.20

THE CHASE MANHATTAN BANK N. A.
1441 BROADWAY, NEW YORK, N. Y. 10018

NON NEGOTIABLE

1102 - JAN. 65

M 170-MISC.—10M—11-66

NEWS STANDS
CIGAR SHOPS
BOOK SHOPS
SODA-LUNCHEONETTES

The Union News Company
Division of The American News Company, Inc.

RAILROAD AND TRANSPORTATION CONCESSIONS RESTAURANTS

131 VARICK STREET, NEW YORK, N. Y. 10013

SOLD TO

March 1, 1967

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

NYT

WHEN REMITTING
PLEASE QUOTE INVOICE NO._____

YOUR
ORDER NO._____

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of March 1967 - 528 locations @ $4.90 $2587.20

3/7/67

11-6813-1551

MAR 7 1967

to W.A.McCollough
Vice President

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

720a

ALPHABETIC COPY

No 0023426

THE NEW YORK TIMES

229 WEST 43RD STREET, NEW YORK, N. Y. 10036

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
	RENT JUNE 67	2,587.20	.00	2,587.20

The New York Times

DISBURSEMENT

DATE

JUN 6 67

TO THE ORDER OF

THE UNION NEWS COMPANY
131 VARICK ST
NEW YORK NY 10013

THE CHASE MANHATTAN BANK N. A.
1411 BROADWAY, NEW YORK, N. Y. 10018

AUDITOR'S APPROVAL

APPROVED FOR PAY'T.

EXAMINED

CHECK SIGNED

PAY

$2,587.20

NON NEGOTIABLE

1102 - JAN. 65

721a

NEWS STANDS
CIGAR SHOPS
BOOK SHOPS
VENDING MACHINES

The American News Company
Division of The American News Company, Inc.
131 VARICK STREET • NEW YORK N. Y. 10013

RAILROAD AND
TRANSPORTATION
CONCESSIONS
RESTAURANTS

SOLD TO

June 1, 1967

Mr. Nat Goldstein, Circulation Division
New York Times
229 West 43rd St.
New York, N.Y.

WHEN REMITTING
PLEASE QUOTE INVOICE NO._____

YOUR
ORDER NO._____

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of June 1967 - 528 locations @ $4.90 $2587.20

June

11-6813-2581

JUN 5 1967

to W.A.McCollough
Vice President

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

ALPHABETICAL COPY

722a

No. 0042523

THE NEW YORK TIMES

229 WEST 43rd STREET, NEW YORK, N. Y. 10036

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
12 1 7	AS PER ATTACHED	2587.20	.00	2587.20

The New York Times

DISBURSEMENT

AUDITOR'S APPROVAL	
APPROVED FOR PAY T.	
EXAMINED	
CHECK SIGNED	

DATE

TO THE ORDER OF
THE UNION NEWS COMPANY
131 VARICK ST
NEW YORK NY 10013

DEC 13 67

PAY

$ 002587.20

THE CHASE MANHATTAN BANK N. A.
1411 BROADWAY, NEW YORK, N. Y. 10018

NON NEGOTIABLE

1102 - JAN. 65

723a

CIGAR SHOPS
DRUG STORES
GIFTS & NOVELTY SHOPS
NEWSSTANDS
VENDING MACHINES

The [illegible]
Division of The [illegible]
131 VARICK STREET, NEW YORK, N. Y. 10013

NYT

December 1, 1967

SOLD TO

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

NYT

WHEN REMITTING
PLEASE QUOTE INVOICE NO.

YOUR
ORDER NO.

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of December 1967 - 528 locations @ $4.90 $2587.20

11-6813-2581

DEC 12 1967

to W.A.McCollough
Vice Pres.

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

FORM 170-MISC.—10M—10-67

PRINTED IN U.S.A.

No. 2033864

THE NEW YORK TIMES

229 WEST 43RD STREET, NEW YORK, N. Y. 10036

724a

INVOICE OR PAID	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
	NOV 67 SERVICES	2587.20	.00	2587.20

The New York Times

DISBURSEMENT

AUDITOR'S APPROVAL	
APPROVED FOR PAY'T.	
EXAMINED	
CHECK SIGNED	RB

DATE

NOV 8 67

TO THE ORDER OF

THE UNION NEWS COMPANY
131 VARICK ST
NEW YORK NY 10013
ATT MR W A MCCOLLOUGH, VICE PRESIDENT

PAY

$ 002587.20

THE CHASE MANHATTAN BANK N. A.
1441 BROADWAY, NEW YORK, N. Y. 10018

NON NEGOTIABLE

1102 - JAN. 65

725a

CIGAR SHOPS
DRUGSTORES
GIFTS & NOVELTY SHOPS
NEWSSTANDS
VENDING MACHINES

The Union News Company
Division of The American News Company, Inc.
131 VARICK STREET, NEW YORK, N. Y. 10013

BUS TERMINALS
INDUSTRIAL PLANTS
OFFICE BUILDINGS
RAILROAD TERMINALS
CURVE SYSTEMS
UTILITIES

SOLD TO

November 1, 1967

NYT NYT

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

WHEN REMITTING
PLEASE QUOTE INVOICE NO._____

YOUR
ORDER NO._____

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of November 1967 - 528 locations @ $4.90 $2587.20

11-6813-7581
NOV 6 1967

to W.A.McCollough
Vice President

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

FORM 170-MISC.—10M—10-67

PRINTED IN U.S.A.

726a

NO 003360 THE NEW YORK [illegible]

229 WEST 43rd STREET, NEW YORK, N.Y. 10036

INVOICE OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
	SERVICES OCT 67	2587.20	.00	2587.20
		NET		

The New York Times

AUDITOR'S APPROVAL

APPROVED FOR PAY T.

EXAMINED

CHECK SIGNED

DISBURSEMENT

DATE OCT 10 67

TO THE ORDER OF
THE UNION NEWS COMPANY
131 VARICK ST
NEW YORK NY 10013

PAY $002587.20

THE CHASE MANHATTAN BANK N. A.
1411 BROADWAY, NEW YORK, N. Y. 10018

NON NEGOTIABLE

1102 - JAN. 65

NEWS STANDS
CIGAR SHOPS
BOOK SHOPS
SPECIALTIES

The Union News Company
Division of The American News Company, Inc.

RAILROAD AND
TRANSPORTATION
CONCESSIONS
RESTAURANTS

727a

131 VARICK STREET, NEW YORK, N. Y. 10013

SOLD TO

INVOICE

October 2, 1967

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

NYT

WHEN REMITTING
PLEASE QUOTE INVOICE NO._____

YOUR
ORDER NO._____

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of October 1967 - 528 locations @ $4.90 $2587.20

11-6813-X581

OCT 9 1967

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

to W.A.McCollough
Vice President

No. 0002991

728a

INVOICE OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET
9 1 67	SERVICES	2587.20	.00	2587.20
		NYT		

The New York Times

AUDITOR'S APPROVAL
APPROVED FOR PAYT.
EXAMINED
CHECK SIGNED

DISBURSEMENT

DATE

SEP 6 67

TO THE ORDER OF

THE UNION NEWS COMPANY
131 VARICK ST
NEW YORK NY 10013

PAY

$002587.20

THE CHASE MANHATTAN BANK N. A.
1441 BROADWAY, NEW YORK, N. Y. 10018

NON NEGOTIABLE

1102 - JAN. 65

729a

NEWS STANDS
CIGAR SHOPS
BOOK SHOPS
SUBWAY CIGARETTES

The Union News Company
Division of The American News Company, Inc.
131 VARICK STREET, NEW YORK, N. Y. 10013

RAILROAD AND TRANSPORTATION CONCESSIONS RESTAURANTS

SOLD TO

September 1, 1967

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

WHEN REMITTING PLEASE QUOTE INVOICE NO. _____

YOUR ORDER NO. _____

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of September 1967 - 528 locations @ $4.90 $2587.20

11-6813-7581

SEP 5 1967

to W.A.McCollough
Vice President

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

No. 0029815 · THE NEW YORK TIMES

229 WEST 43RD STREET, NEW YORK, N.Y. 10036

730a

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
8 1667	AS PER ATTACHED	2587.20	.00	2587.20
		NYT		

The New York Times

DISBURSEMENT

AUDITOR'S APPROVAL	
APPROVED FOR PAYT.	
EXAMINED	
CHECK SIGNED	

DATE AUG 8 67

TO THE ORDER OF
THE UNION NEWS COMPANY
131 VARICK ST
NEW YORK NY 10013

PAY
$2587.20

THE CHASE MANHATTAN BANK N. A.
1441 BROADWAY, NEW YORK, N. Y. 10018

NON NEGOTIABLE

1102 - JAN. 65

731a

NEWS STANDS
CAR SIGNS
SUBWAY SIGNS
SIDEWALK PANELETTES

The New York News Company
Division of The American News Company Inc.
131 VARICK STREET, NEW YORK, N. Y. 10013

RAILROAD AND TRANSPORTATION CONCESSIONS RESTAURANTS

SOLD TO

August 1, 1967

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

NYT

WHEN REMITTING PLEASE QUOTE INVOICE NO.

YOUR ORDER NO.

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of August 1967 - 528 locations @ $4.90 $2587.20

11-6813-1581

AUG 4 1967

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

to W.A.McCollough
Vice President

732a

229 WEST 43rd STREET, NEW YORK, N. Y. 10036

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
	SERVICE JULY 67	2,587.20	1.00	2,587.20

The New York Times

DISBURSEMENT

AUDITOR'S APPROVAL	
APPROVED FOR PAY'T.	
EXAMINED	
CHECK SIGNED	

DATE JUL 11 67

TO THE ORDER OF THE UNION NEWS COMPANY
131 VARICK ST
NEW YORK NY 10013

PAY
$ 002,587.20

THE CHASE MANHATTAN BANK N. A.
1441 BROADWAY, NEW YORK, N. Y. 10018

NON NEGOTIABLE

1102 - JAN. 65

733a

131 VARICK STREET, NEW YORK, N. Y. 10013

SOLD TO

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

7-12-67

NYT

WHEN REMITTING PLEASE QUOTE INVOICE NO.

YOUR ORDER NO.

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of July 1967 - 528 locations @ 4.90 $2587.20

11-6813-J81
JUL 7 1967

to W.A.McCollough
Vice President

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

No 0011872

734a

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
	RENT FEB 67	2587.20	.00	2587.20

The New York Times

AUDITOR'S APPROVAL
APPROVED FOR PAY'T.
EXAMINED
CHECK SIGNED

DISBURSEMENT

DATE

FEB 67

PAY

$ 2587.20

TO THE ORDER OF

THE UNION NEWS COMPANY
131 VARICK ST
NEW YORK NY 10013

THE CHASE MANHATTAN BANK N. A.
1441 BROADWAY, NEW YORK, N. Y. 10018

NON NEGOTIABLE

1102 - JAN. 65

PRINTED IN U.S.A.

735a

NEWS STANDS
CIGAR STANDS
BOOK SHOPS
SUBWAY KIOSKS

The Union News Company
Division of The American News Company, Inc.

RAILROAD AND
TRANSPORTATION
CONCESSIONS
RESTAURANTS

131 VARICK STREET, NEW YORK, N. Y. 10013

SOLD TO

February 1, 1967

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

NYT

WHEN REMITTING
PLEASE QUOTE INVOICE NO._____

YOUR
ORDER NO._____

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of February 1967 - 528 locations @ $4.90 $2587.20

11. 6813- NSF

FEB 6 1967

to W.A.McCollough
Vice President

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

736a

229 WEST 43rd STREET, NEW YORK, N. Y. 10036

LEDGER ACCT.	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
	RENTAL OF SPACE IN NEWSSTANDS FOR NYT ADVERTISING SIGNS JANUARY 67 - 528 LOCATIONS @ $4.90	2587.20	.00	2587.20

AUDITOR'S APPROVAL
APPROVED FOR PAY'T.
EXAMINED
CHECK SIGNED

The New York Times

DISBURSEMENT

DATE JAN 9 67

PAY $**2587.20

TO THE ORDER OF
THE UNION NEWS COMPANY
131 VARICK ST
NEW YORK NY 10013

NON NEGOTIABLE

THE CHASE MANHATTAN BANK N. A.
1411 BROADWAY, NEW YORK, N. Y. 10018

1102 - JAN. 65

FORM 170-MISC.—10M—11-66 PRINTED IN U.S.A.

NEWS STANDS CIGAR SHOPS BOOK SHOPS DRUGSTORES

The Union News Company
Division of The American News Company, Inc.
131 VARICK STREET, NEW YORK, N. Y. 10013

RAILROAD AND TRANSPORTATION CONCESSIONS RESTAURANTS

SOLD TO

January 3, 1967

NYT

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

WHEN REMITTING PLEASE QUOTE INVOICE NO. _____

YOUR ORDER NO. _____

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of January 1967 - 528 locations @ $4.90 $2587.20

11-6013-NYT1
2 JAN 6 1967

ole

to W.A.McCollough
Vice President

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

737a

229 W. 43rd STREET, NEW YORK, N.Y. 10036

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	AMOUNT
3/1	RENTAL OF SPACE IN NEWSSTANDS FOR THE N.Y. TIMES ADVTG. SIGNS FOR APRIL 1965	2587.20	.00	5,174.40

The New York Times

AUDITOR'S APPROVAL
APPROVED FOR PAY'T.
EXAMINED
CHECK SIGNED

DISBURSEMENT

DATE APR 28 65

TO THE ORDER OF
THE UNION NEWS COMPANY
131 VARICK STREET
NEW YORK 13 NY

PAY
$5,174.40

NON NEGOTIABLE

THE CHASE MANHATTAN BANK
7th AVE. AT 41st STREET, N. Y., N. Y.

FORM 170-MISC.—5M—8-64 PRINTED IN U.S.A.

NEWS STANDS CIGAR STANDS BOOK SHOPS DRUGSTORES

The Union News Company
Division of The American News Company, Inc.

RAILROAD AND TRANSPORTATION CONCESSIONS RESTAURANTS

131 VARICK STREET, NEW YORK 13, N. Y.

SOLD TO

March 1, 1965

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

WHEN REMITTING PLEASE QUOTE INVOICE NO. _____ YOUR ORDER NO. _____

Rental of Space in Newsstands
for New York Times Advertising Signs

For month of March 1965 - 528 locations @ $4.90 $2,587.20

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE TO W.A.McCollough,
Vice President

11-6113-5581

APR 28 1965

738a

SET UP & APPROVED

A.P.-N.C.R.

Vendor Name [illegible] Vendor

Invoice Date Vendor Invoice # NYT Amount of Invoice 2587.20

Dec 31 1965

Distribution:

11 C413 - 5581

Disc.

Net 2587 20

INVOICE AUDITOR

FORM 170-MISC.—SM—8-64

PRINTED IN U.S.A.

NEWS STANDS CIGAR SHOPS BOOK SHOPS DRUGGISTS

RAILROAD AND TRANSPORTATION CONCESSIONS RESTAURANTS

4/28

The Union News Company

Division of The American News Company, Inc.

131 VARICK STREET, NEW YORK 13, N. Y.

SOLD TO

April 1, 1965

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

WHEN REMITTING PLEASE QUOTE INVOICE NO.

YOUR ORDER NO.

Rental of Space in Newsstands
for New York Times Advertising Signs

For month of April 1965 - 528 locations @ $4.90 $2587.20

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE TO W.A.McCollough,
Vice President

11-6413-5581

APR 28 1965 jr.

Division of The Arcade News Company, Inc.
131 VARICK STREET NEW YORK N.Y. 10013

RAILROAD AND TRANSPORTATION, CONCESSIONS RESTAURANTS

SOLD TO

May 1, 1967

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

NYT

REMITTING
INVOICE NO.

YOUR
ORDER NO.

ntal of Space in Newsstands
for New York Times Advertising Signs

month of May 1967 - 528 locations @ $4.90 $2587.20

93-3381
MAY 8 1967

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

to W.A.McCollough
Vice President

740a

	DESCRIPTION	
1/1	RENTAL OF SPACE IN NE... FOR N.Y. TIMES ADVTG. ...EB. 1965	[illegible]

The New York Times

DISBURSEMENT

AUDITOR'S APPROVAL	
APPROVED FOR PAY	
EXAMINED	
CHECK SIGNED	

TO THE ORDER OF: THE UNION NEWS CO. INC. 131 VARICK STREET NEW YORK N.Y. 10013

DATE: APR 20 65

PAY $005,174.40

THE CHASE MANHATTAN BANK
7th AVE. AT 41st STREET, N.Y., N.Y.

NON NEGOTIABLE

FORM 170-I—6-62- 20M

NEWS STANDS CIGAR SHOPS BOOK SHOPS DRUGSTORES

21/15 The Union News Company
Division of The American News Company, Inc.

PRINTED IN U.S.A.

RAILROAD AND TRANSPORTATION CONCESSIONS RESTAURANTS

SOLD TO

131 VARICK STREET, NEW YORK 13, N. Y.

January 4, 1965

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

NYT

WHEN REMITTING PLEASE QUOTE INVOICE NO. _____ YOUR ORDER NO. _____

Rental of Space in Newsstands
for New York Times Advertising Signs

For month of January 1965 - 528 locations @ $4.90 $2,587.20

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE TO W.A.McCollough, Vice President

APR 19 1965

SET UP A/cs PAYABLE

A.P.-N.C.R. 741a

Vendor Name Curtis News Co. Vendor 4205

Invoice Date Feb. 1965 Vendor Invoice # NYT Amount of Invoice 2587.20

Distribution:

11-6713-2581

Disc.

Net 2587.20 @ 4/v

INVOICE AUDITOR

PRINTED IN U.S.A.

The Union News Company
Division of The American News Company, Inc.
31 VARICK STREET, NEW YORK 13, N. Y.

RAILROAD AND TRANSPORTATION CONCESSIONS RESTAURANTS

INVOICE

February 1, 1965

Mr. Mat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

NYT

WHEN REMITTING PLEASE QUOTE INVOICE NO.

YOUR ORDER NO.

ntal of Space in Newsstands
for New York Times Advertising Signs

r month of February 1965 - 528 locations @ $4.90 $2,587.20

Vou

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE TO W.A.McCollough,
Vice President

6713-2581

APP

742a

SET UP A/cs PAYABLE

A.P.-N.C.R.

Vendor Name [illegible] Co. Vendor

Invoice Date Vendor Invoice # Amount of Invoice 1787.20

Jan. 1965

Distribution:

11-6713-1781

Disc.

Net 1787.20

INVOICE AUDITOR

SET UP A/cs PAYABLE

A.P.-N.C.R.

Vendor Name [illegible] Co. Vendor

Invoice Date Vendor Invoice # Amount of Invoice 1787.20

Jan. 1965

Distribution:

11.6813-1781

Disc.

Net 1787.20

INVOICE AUDITOR

No. 0072360 **THE NEW YORK TIMES**
229 WEST 43RD STREET, NEW YORK, N. Y. 10036

743a

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
12/1	RENTAL OF SPACE IN NEWS STANDS RE ADVTG. DEC. 1965	2587.20	.00	2587.20

The New York Times

DISBURSEMENT

TO THE ORDER OF
THE UNION NEWS COMPANY
131 VARICK STREET
NEW YORK N.Y. 10013

DATE DEC 16

AUDITOR'S APPROVAL
APPROVED FOR PAY'T.
EXAMINED
CHECK SIGNED

PAY
$002587.20

THE CHASE MANHATTAN BANK
7th AVE. AT 41st STREET, N. Y., N. Y.

NON NEGOTIABLE

1106 - JAN. 65

SET UP A/cs PAYABLE

A.P.-N.C.R.

Vendor Name Crown Zellerbach Co. Vendor NYT

Invoice Date Jan. 1965 Vendor Invoice # Amount of Invoice 2587.20

Distribution:

Disc.

Net 2587.20

INVOICE AUDITOR

744a

The Union News Company
Division of The American News Company, Inc.
131 VARICK STREET, NEW YORK, N. Y. 10013

SOLD TO

December 1, 1965

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

NYT

WHEN REMITTING PLEASE QUOTE INVOICE NO. _____ YOUR ORDER NO. _____

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of December 1965 - 528 locations @ $4.90 $2587.20

11-6813-7AF1
DEC 6 1965

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

to W.A.McCollough
Vice President

ALPHABETIC COPY

No. 0069958 THE NEW YORK TIMES
229 WEST 43RD STREET, NEW YORK, N. Y. 10036

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
10/29	RENTAL OF SPACE IN NEWSSTANDS FOR N.Y. TIMES ADVTG. SIGNS NOV 1965	2587.20	.00	2587.20

The New York Times

DISBURSEMENT

TO THE ORDER OF
THE UNION NEWS COMPANY
131 VARICK ST
NEW YORK N.Y. 10013

DATE
NOV 5 65

THE CHASE MANHATTAN BANK
7th AVE. AT 41st STREET, N.Y., N.Y.

AUDITOR'S APPROVAL
APPROVED FOR PAY T.
EXAMINED
CHECK SIGNED

PAY
$ 002587.20

NON NEGOTIABLE

1102 - JAN 65

The Union News Company
Division of The American News Company, Inc.
131 VARICK STREET, NEW YORK, N. Y. 10013

SOLD TO

11.565

745a

October 29, 1965

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

NYT

WHEN REMITTING PLEASE QUOTE INVOICE NO.

YOUR ORDER NO.

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of November 1965 - 528 locations @ $4.90 $2587.20

11-6813-7581

NOV 4 1965

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

to W.A.McCollough
Vice President

ALPHABETIC COPY

No. 0068127

THE NEW YORK TIMES.
229 WEST 43rd STREET, NEW YORK, N.Y. 10036

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
	RENTAL SPACE 528 LOCATIONS OCT 65	11.565 2587.20 NYT	.00	2587.20

The New York Times

DISBURSEMENT

AUDITOR'S APPROVAL	
APPROVED FOR PAY'T.	
EXAMINED	
CHECK SIGNED	

TO THE ORDER OF
THE UNION NEWS COMPANY
131 VARICK ST
NEW YORK NY 10013

DATE
OCT 14 65

PAY
$2587.20

THE CHASE MANHATTAN BANK
7th AVE. AT 41st STREET, N. Y., N. Y.

NON NEGOTIABLE

746a

The New York News Company
Division of The American News Company, Inc.
131 VARICK STREET, NEW YORK, N.Y. 10013

SOLD TO

October 1, 1965

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

WHEN REMITTING PLEASE QUOTE INVOICE NO. _____ YOUR ORDER NO. _____

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of October 1965 - 526 locations @ $4.90 $2587.20

11-C813-4581

OCT 13 1965

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

to W.A.McCollough
Vice President

ALPHABETIC COPY

No. 0066586 THE NEW YORK TIMES
229 WEST 43rd STREET, NEW YORK, N.Y. 10036

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
9/1	RENTAL OF SPACE IN NEWSTANDS 2587.20 FOR NEW YORK TIMES ADVTG. SIGNS SEPT. 1965		.00	2587.20

The New York Times

DISBURSEMENT

AUDITOR'S APPROVAL
APPROVED FOR PAYT.
EXAMINED
CHECK SIGNED

TO THE ORDER OF
THE UNION NEWS COMPANY
DIVISION OF THE AMERICAN NEWS COMPANY INC
131 VARICK STREET
NEW YORK N.Y. 10013

DATE
SEP 9 65

PAY
$2587.20

THE CHASE MANHATTAN BANK
7th AVE. AT 41st STREET, N.Y., N.Y.

NON NEGOTIABLE

1112 - JAN 65

The Union News Company
Division of The American News Company, Inc.
131 VARICK STREET, NEW YORK, N. Y. 10013

747a

SOLD TO

September 1, 1965

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

NYT

WHEN REMITTING
PLEASE QUOTE INVOICE NO.

YOUR
ORDER NO.

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of September 1965 - 526 locations @ $4.90 $2587.20

11-6813-YT81

SEP 7 1965

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE to W.A.McCollough Vice Pres.

ALPHABETIC COPY

No. 0061561

THE NEW YORK TIMES
229 WEST 43rd STREET, NEW YORK, N. Y. 10036

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
9/1	RENTAL OF SPACE IN NEWSTANDS FOR N.Y. TIMES ADVTG SIGNS JULY 1965	2587.20	.00	2587.20

The New York Times

DISBURSEMENT

TO THE ORDER OF
THE UNION NEWS COMPANY
131 VARICK STREET
NEW YORK 13 NY
ATTN-W.A. MC COLLOUGH, VICE PRESIDENT

DATE 9 8 65

AUDITOR'S APPROVAL
APPROVED FOR PAY T.
EXAMINED
CHECK SIGNED

PAY
$ 2587.20

THE CHASE MANHATTAN BANK
7th AVE. AT 41st STREET, N. Y., N. Y.

NON NEGOTIABLE

1102 - JAN. 65

FORM 170 MISC.—5M—8-64 PRINTED IN U.S.A.

NEWS STANDS CIGAR SHOPS BOOK SHOPS SUBWAY CONCESSIONS

The Union News Company
Division of The American News Company, Inc.

RAILROAD AND TRANSPORTATION CONCESSIONS RESTAURANTS

748.

131 VARICK STREET, NEW YORK 13, N. Y.

SOLD TO

July 1, 1965

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

NYT

WHEN REMITTING PLEASE QUOTE INVOICE NO._____ YOUR ORDER NO._____

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of July 1965 - 528 locations @ $4.90	$2587.20

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE TO W.A. McCollough,
Vice President

11-6813-7581

JUL 7 1965

ALPHABETIC COPY

No. 0058812

THE NEW YORK TIMES
229 WEST 43RD STREET, NEW YORK, N. Y. 10036

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
	RENTAL OF SPACE IN NEWSSTANDS FOR N.Y. TIMES ADVTG SIGNS JUNE 1965	2587.20	.00	2587.20

The New York Times

AUDITOR'S APPROVAL	
APPROVED FOR PAY'T.	
EXAMINED	
CHECK SIGNED	

DISBURSEMENT

TO THE ORDER OF

THE UNION NEWS COMPANY
ATTN: W.A. MC COLLOUGH, VICE PRES.
131 VARICK STREET
NEW YORK 13, N.Y.

DATE JN 7 65

PAY $2587.20

THE CHASE MANHATTAN BANK
7th AVE. AT 41st STREET, N. Y. N. Y.

NON NEGOTIABLE

NEWS STANDS CIGAR SHOPS BOOK SHOPS

The Union News Company
Division of The American News Company, Inc.

RAILROAD AND TRANSPORTATION CONCESSIONS RESTAURANTS

749a

SOLD TO

131 VARICK STREET, NEW YORK 13, N. Y.

June 1, 1965

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

WHEN REMITTING
PLEASE QUOTE INVOICE NO._____ YOUR ORDER NO._____

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of June 1965 - 528 locations @ $4.90 $2587.20

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE TO W.A.McCollough,
Vice President

11-6813-V581
JUN 4 1965

NEWS STANDS CIGAR SHOPS BOOK SHOPS

The Union News Company
Division of The American News Company, Inc.

RAILROAD AND TRANSPORTATION CONCESSIONS RESTAURANTS

SOLD TO

131 VARICK STREET, NEW YORK, N. Y. 10013

August 3, 1965

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

WHEN REMITTING
PLEASE QUOTE INVOICE NO._____ YOUR ORDER NO._____

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of August 1965 - 528 locations @ $4.90 $2587.20

Aug.

11-C813-V581

AUG 4 1965

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE to W.A.McCollough
Vice President

No. 0055920 THE NEW YORK TIMES
229 WEST 43RD STREET, NEW YORK, N. Y. 10036

750a

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
8/3	RENTAL SPACE AUGUST 1965 ADVERTISING	2587.20	.00	2587.20

The New York Times

DISBURSEMENT

AUDITOR'S APPROVAL
APPROVED FOR PAY'T.
EXAMINED
CHECK SIGNED

TO THE ORDER OF
THE UNION NEWS COMPANY
DIVISION OF THE AMERICAN NEWS COMPANY INC
ATT- W.A. MC COLLOUGH, VICE PRES.
131 VARICK ST
NEW YORK N.Y. 10013

DATE
AUG 6 65

PAY
$ 002587.20

THE CHASE MANHATTAN BANK
7th AVE. AT 41st STREET, N. Y., N. Y.

NON NEGOTIABLE

1105 - JAN. 65

ALPHABETIC COPY

No. 0057195 THE NEW YORK TIMES
229 WEST 43RD STREET, NEW YORK, N.Y. 10036

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
5/3	RENTAL OF SPACE IN NEWSSTANDS FOR N.Y. TIMES ADVTG SIGNS MAY 1965	2587.20	.00	2587.20

The New York Times

DISBURSEMENT

AUDITOR'S APPROVAL
APPROVED FOR PAY'T.
EXAMINED
CHECK SIGNED

TO THE ORDER OF
THE UNION NEWS COMPANY
DIVISION OF THE AMERICAN NEWS COMPANY INC
131 VARICK STREET
NEW YORK 13 NY

DATE
MAY 17 65

PAY
$ 002587.20

THE CHASE MANHATTAN BANK
7th AVE. AT 41st STREET, N. Y., N. Y.

NON NEGOTIABLE

1105 - JAN. 65

5/11

The Union News Company
Division of The American News Company, Inc.

131 VARICK STREET, NEW YORK 13, N. Y.

75'a

SOLD TO

May 3, 1965

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

WHEN REMITTING
PLEASE QUOTE INVOICE NO. _____ YOUR ORDER NO. _____

Rental of Space in Newsstands
for New York Times Advertising Signs

for month of May 1965 - 528 locations @ $4.90 $2587.20

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE TO W.A.McCollough,
Vice President

11-6813-2581

MAY 12 1965

ALPHABETIC COPY

No. 43551

THE NEW YORK TIMES
229 WEST 43rd STREET, NEW YORK 36, N. Y.

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
12/1	RENTAL OF SPACE IN NEWSSTANDS FOR N.Y.TIMES ADVTG SIGNS DEC. 1964	2587.20	.00	2587.20

The New York Times

AUDITED
APPROVED
ENTERED
CHECK

DISBURSEMENT

DATE

TO THE OFFICE OF

THE UNION NEWS COMPANY
131 VARICK STREET
NEW YORK 13 N.Y.

PAY TO THE ORDER OF

$2587.20

THE CHASE MANHATTAN BANK
5th AVE. AT 41st STREET, N. Y. N. Y.

NON NEGOTIABLE

FORM 3701-B-P-DEV

PRINTED IN U.S.A.

752a

The Union News Company
A Division of the American News Company, Inc.

131 VARICK STREET, NEW YORK 13, N. Y.

SOLD TO

December 1, 1964

Mr. Nat Goldstein, Circulation Director
New York Times
229 West 43rd Street
New York, N.Y.

WHEN REMITTING
PLEASE QUOTE INVOICE NO. _____

YOUR
ORDER NO. _____

Rental of Space in Newsstands
for New York Times Advertising Signs

For month of December 1964 - 528 locations @ $4.90 $2,587.20

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE TO W.A. McCollough,
Vice President

No. 41157-

ALPHABETIC COPY

THE NEW YORK TIMES
229 WEST 43RD STREET, NEW YORK 36, N.Y.

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
	RENTAL SPACE NOV 64	2587.20	.00	2587.20

AUDITOR'S APPROVAL

APPROVED FOR PAY'T

EXAMINED

CHECK SIGNED

The New York Times

DISBURSEMENT

DATE NOV 9 64

TO THE ORDER OF
THE UNION NEWS COMPANY
131 VARICK ST
NEW YORK 13 NY

PAY
$0,002,587.20

THE CHASE MANHATTAN BANK
7th AVE. AT 41st STREET, N. Y., N. Y.

NON NEGOTIABLE

1102 - JAN 61

NEWS STANDS
CIGAR SHOPS
ROOM SHOPS

The Union News Company
Division of The American News Company, Inc.

RAILROAD AND TRANSPORTATION CONCESSIONS RESTAURANTS

131 VARICK STREET, NEW YORK 13, N. Y.

753a

SOLD TO

November 2, 1964

Mr. Nat Goldstein
Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

NYT

WHEN REMITTING
PLEASE QUOTE INVOICE NO.

YOUR
ORDER NO.

Rental of Space in Newsstands
for New York Times Advertising Signs

For month of November 1964 - 528 locations @ $4.90 $2587.20

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE TO W.A.McCollough,
Vice President

11-6813-2581
NOV 6 1964

No. 40719

ALPHABETIC COPY

THE NEW YORK TIMES
229 WEST 43RD STREET, NEW YORK 36, N. Y.

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
10/1	RENTAL OF SPACE IN NEWSSTANDS FOR N.Y. TIMES ADVTG SIGNS OCT. 1964	2587.20	.00	2587.20

The New York Times

DISBURSEMENT

AUDITOR'S APPROVAL
APPROVED FOR PAY'T
EXAMINED 1-2
CHECK SIGNED

TO THE ORDER OF
THE UNION NEWS COMPANY
W.A. MC COLLOUGH, VICE PRESIDENT
131 VARICK ST
NEW YORK 13 N.Y.

DATE
NOV 3 6A

PAY
$0,002587.20

THE CHASE MANHATTAN BANK
7th AVE. AT 41st STREET, N. Y., N. Y.

NON NEGOTIABLE

FORM 170-1-2-63-30M

NEWS STANDS
STORE SHOPS
BOOK SHOPS
NEWSSTANDS

The Union News Company
Division of The American News Company, Inc.
131 VARICK STREET, NEW YORK 13, N. Y.

PRINTED IN U.S.A.
754a

RAILROAD AND TRANSPORTATION CONCESSIONS RESTAURANTS

SOLD TO

October 1, 1964

Mr. Nat Goldstein
Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

WHEN REMITTING PLEASE QUOTE INVOICE NO._____

YOUR ORDER NO._____

Rental of Space in Newsstands
for New York Times Advertising Signs

For month of October 1964 - 528 locations @ $4.90 $2587.20

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE TO W.A.McCollough,
Vice President

Vouc
X6

11-6813-2581
@ NOV 3

No. 38730

ALPHABETIC COPY

THE NEW YORK TIMES
229 WEST 43RD STREET, NEW YORK 36, N. Y.

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
9/1	RENTAL OF SPACE-N.Y. TIMES ADVTG. SIGNS SEPT. 1964	2587.20	.00	2587.20

The New York Times

DISBURSEMENT

AUDITOR'S APPROVAL
APPROVED FOR PAY'T
EXAMINED 1-2 210
CHECK SIGNED

TO THE ORDER OF
THE UNION NEWS COMPANY
131 VARICK STREET
NEW YORK 13 N.Y.

DATE
OCT 8 64

PAY
$0,002,587.20

THE CHASE MANHATTAN BANK
7th AVE AT 41st STREET, N. Y., N. Y.

NON NEGOTIABLE

FORM 170 1-8-62—20M

NEWS STANDS CIGAR SHOPS BOOK SHOPS DRUGSTORES HOTELS

PRINTED IN U.S.A.

75

RAILROAD AND TRANSPORTATION CONCESSIONS RESTAURANTS

The Kane Trio Company

Division of The American News Company, Inc.

131 VARICK STREET, NEW YORK 13, N. Y.

SOLD TO

September 1, 1964

Mr. Nat Goldstein
Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

WHEN REMITTING PLEASE QUOTE INVOICE NO. _____

YOUR ORDER NO. _____

Rental of space in Newsstands
for New York Times Advertising Signs

For month of September 1964 - 528 locations @ $4.90 $2587.20

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE TO W.A.McCollough,
Vice President

11-6813-7581

SET UP A/Cs PAYABLE A.P.-N.C.R.

Vendor Name Union News Co. Vendor _____

Invoice Date _____ Vendor Invoice # _____ Amount of Invoice 2587.20

Sept. 1964

Distribution:

11-6813-7581

Disc. _____

Net 2587.20

INVOICE AUDITOR

The Union News Company
Division of The American News Company, Inc.
131 VARICK STREET NEW YORK 13, N.Y.

OCT 1 1964

756a

FEE MONTH OF ..... FOR
.....18.....LOCATIONS AT 4.17 $75.06

NEW YORK TIMES
MR. RICHARD CAPARELLA, SUB. SALES SUPV.
229 W. 43RD ST.
NEW YORK 36, N.Y.

11- 6773 - 4233-M
OCT 5 1964

ALPHABETIC COPY

No. 38489

THE NEW YORK TIMES

229 WEST 43RD STREET, NEW YORK 36, N. Y.

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
10/1	FEE - 18 LOCATIONS	75.06	.00	75.06

AUDITOR'S APPROVAL
APPROVED FOR PAY'T
EXAMINED 1.2
CHECK SIG'D 210

The New York Times

DISBURSEMENT

TO THE ORDER OF
THE UNION NEWS COMPANY
131 VARICK STREET
NEW YORK 13 N.Y.

DATE
OCT 6 64

PAY
$0,000,075.06

THE CHASE MANHATTAN BANK
7th AVE. AT 41st STREET, N. Y., N. Y.

NON NEGOTIABLE

No. 31821

THE NEW YORK TIMES.
229 WEST 43RD STREET, NEW YORK 36, N. Y.

757a

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
		9.25.64		
8/3	RENTAL OF SPACE IN NEWSSTANDS RE ADVTG SIGNS AUG 1964	NYT 2587.20	.00	2587.20

AUDITOR'S APPROVAL — MCC
APPROVED FOR PAY — BB
EXAMINED — 1-2
CHECK SIGNED — WB

The New York Times

DISBURSEMENT

DATE SEP 25 64

TO THE ORDER OF
THE UNION NEWS COMPANY
ATT- W.A. MC COLLOUGH, VICE PRESIDENT
131 VARICK STREET
NEW YORK 13 N.Y.

PAY $002587.20

THE CHASE MANHATTAN BANK
7th AVE. AT 41st STREET, N. Y., N. Y.

NON NEGOTIABLE

1106 - JAN. 58

FORM, 170-1-2-63-50M

PRINTED IN U.S.A.

NEWS STANDS CIGAR SHOPS BOOK SHOPS NEWSMAGAZETTES

The Union News Company
Division of The American News Company, Inc.

RAILROAD AND TRANSPORTATION CONCESSIONS RESTAURANTS

131 VARICK STREET, NEW YORK 13, N. Y.

August 3, 1964

SOLD TO

9.25.64

NYT

Mr. Nat Goldstein,
Circulation Director
New York Times
229 West 43rd Street
New York, New York

WHEN REMITTING PLEASE QUOTE INVOICE NO. _____

YOUR ORDER NO. _____

Rental of space in Newsstands
for New York Times Advertising Signs

For month of August 1964 - 528 locations @ $4.90 $2,587.20

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE TO W.A. McCollough,
Vice President

11-6 & 13-55-1

SEP 24 1964

Held for delivery 9/7 per Frankel

SET UP A/cs PAYABLE

A.P.-N.C.R.

Vendor Name Union News Co. Vendor

Invoice Date Vendor Invoice # NYT Amount of Invoice 758.70

August 1964

Distribution:

11 6813-7181

Disc.

Net 758.70

INVOICE AUDITOR

9/10

ALPHABETIC COPY

No. 36252

THE NEW YORK TIMES
229 WEST 43RD STREET, NEW YORK 36, N. Y.

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
9/1	FEE FOR LOCATIONS SEPT. 1964	75.06	.00	75.06

The New York Times

DISBURSEMENT

APPROVED FOR PAYMENT

EXAMINED 1-2 210

CHECK SIGNED

THE UNION NEWS COMPANY
131 VARICK STREET
NEW YORK 13 NY

TO THE ORDER OF

DATE SEP 8 6A

PAY $0,000,075.06

THE CHASE MANHATTAN BANK
7th AVE. AT 41st STREET, N. Y., N. Y.

NON NEGOTIABLE

1102 - JAN 64

FORM 21 f
NOV. 63—6M

759a

The Union News Company
Division of The American News Company, Inc.
131 VARICK STREET NEW YORK 13, N.Y. SEP. 1 1964

FEE MONTH OF ..... FOR
.....18.....LOCATIONS AT 4.17 ..... $ 75.06

NEW YORK TIMES
MR. RICHARD CAPARELLI SUB. SALES SUPV!
229 W. 43RD ST.
NEW YORK 36, N.Y.

SEP 4 1964

11 - 6773-4233

ALPHABETIC COPY

No. 33725

THE NEW YORK TIMES

229 WEST 43RD STREET, NEW YORK 36, N. Y.

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
8/1	FEE - 18 LOCATIONS	75.06	.00	75.06

AUDITOR'S APPROVAL

APPROVED FOR PAY'T

EXAMINED 1-2

CHECK SIGNED 210

The New York Times

DISBURSEMENT

DATE AUG 4 64

TO THE ORDER OF
THE UNION NEWS COMPANY
131 VARICK STREET
NEW YORK 13 NY

PAY
$0,000,075.06

THE CHASE MANHATTAN BANK
7th AVE. AT 41st STREET, N. Y., N. Y.

NON NEGOTIABLE

760a

FORM 21
NOV. 63-6M

The Union News Company
Division of The American News Company, Inc.
131 VARICK STREET NEW YORK 13, N.Y.

AUG 1 1964

FEE MONTH OF FOR
.....18....LOCATIONS AT 4.17 75.06

NEW YORK TIMES
MR. RICHARD CAPARELL, SUB. SALES SUPV.
229 W. 43RD ST.
NEW YORK 36, N.Y.

7/31/64

NY-6773-4233

AUG 4 1964

ALPHABETIC COPY

No. 33532

THE NEW YORK TIMES
229 WEST 43RD STREET, NEW YORK 36, N. Y.

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
		NY		
7/1	RENTAL OF SPACE IN NEWSSTANDS FOR THE N.Y. TIMES ADVTG SIGNS JULY 1964	2587.20	.00	2587.20

AUDITOR'S APPROVAL
APPROVED FOR PAY'T
EXAMINED 1-2
CHECK SIGNED

The New York Times

DISBURSEMENT

DATE JL 31 64

TO THE ORDER OF
THE UNION NEWS COMPANY
ATT-W.A. MC COULLOUGH, VICE PRES.,
131-VARICK ST
NEW YORK 13 NY

PAY
$0002587.20

THE CHASE MANHATTAN BANK
7th AVE. AT 41st STREET, N. Y., N. Y.

NON NEGOTIABLE

NEWS STANDS
CIGAR SHOPS
BOOK SHOPS
SODA-LUNCHERETTES

The Union News Company
Division of The American News Company, Inc.
131 VARICK STREET, NEW YORK 13, N. Y.

RAILROAD AND TRANSPORTATION CONCESSIONS RESTAURANTS

761a

SOLD TO 7/30

July 1, 1964

NYT

Mr. Nat Goldstein
Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

WHEN REMITTING PLEASE QUOTE INVOICE NO. _____

YOUR ORDER NO. _____

Rental of space in Newsstands
for New York Times Advertising Signs

for month of July 1964 - 528 locations @ $4.90 $2587.20

Please return duplicate invoice with your remittance to
W.A.McCollough, Vice President

11-6813-581
JUL 31 1964

ALPHABETIC COPY

No. 31372

THE NEW YORK TIMES
229 WEST 43RD STREET, NEW YORK 36, N. Y.

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
6/1	RENTAL OF SPACE IN NEWSSTANDS FOR THE NEW YORK TIMES ADVTG SIGNS JUNE 1964	2547.20	.00	2587.20

The New York Times

AUDITOR'S APPROVAL
APPROVED FOR PAY'T
EXAMINED 1-2
CHECK SIGNED

DISBURSEMENT

TO THE ORDER OF
THE UNION NEWS COMPANY
131 VARICK STREET
NEW YORK 13 N Y

DATE
JUL 6 64

PAY
$0002587.20

THE CHASE MANHATTAN BANK
7th AVE. AT 41st STREET, N. Y., N. Y.

NON NEGOTIABLE

1102 - JAN. 63

FORM 1-0.1—3-62—50M

NEWS STANDS
CIGAR SHOPS
BOOK SHOPS
SOMNAMBODETTES

The Union News Company
Division of The American News Company, Inc.

762a

131 VARICK STREET, NEW YORK 13, N. Y.

SOLD TO

F. 6.64

June 1, 1964

Mr. Nat Goldstein
Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

NYT

WHEN REMITTING
PLEASE QUOTE INVOICE NO.

YOUR
ORDER NO.

Rental of space in Newsstands
for New York Times Advertising Signs

for month of June 1964 - 528 locations @ $4.90 $2587.20

Please return duplicate invoice with your remittance to W.A.McCollough,
Vice President

x6

11-6813-7581

JUL 3 1964

ALPHABETIC COPY

No. 31353

THE NEW YORK TIMES
229 WEST 43RD STREET, NEW YORK 36, N. Y.

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
		F. 6.64		
7/1	FEE- 18 LOCATIONS	75.06	.00	75.06

AUDITOR'S APPROVAL

APPROVED FOR PAY'T

EXAMINED

CHECK SIGNED

1-2
210

The New York Times

DISBURSEMENT

TO THE ORDER OF
THE UNION NEWS COMPANY
131 VARICK STREET
NEW YORK 13 N Y

DATE
JL 3 64

PAY
$0,000,075.06

THE CHASE MANHATTAN BANK
7th AVE. AT 41st STREET, N. Y., N. Y.

NOT NEGOTIABLE

1102 - JAN 63

763a

FORM 81 J
NOV. 63—6M

The Union News Company
Division of The American News Company, Inc.
131 VARICK STREET NEW YORK 13, N. Y.

JUL 1 1964

FEE MONTH OF FOR
.....18.....LOCATIONS AT 4.17 75.06

NEW YORK TIMES
MR. RICHARD CAPARELLI, SUB. SALES SUPV.
229 W. 43RD ST.
NEW YORK 36, N.Y.

11-673-4571

JUL 3 1964

ALPHABETIC COPY

No. 28836

THE NEW YORK TIMES

229 WEST 43RD STREET, NEW YORK 36, N. Y.

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
		2587.20		
5/4	RENTAL OF SPACE IN NEWSSTANDS FOR THE NEW YORK TIMES ADVTG. SIGNS MAY 1964	2587.20	.00	2587.20

AUDITOR'S APPROVAL
APPROVED FOR PAY'T
EXAMINED
CHECK SIGNED

The New York Times

DISBURSEMENT

DATE JUN 4 64

TO THE ORDER OF
THE UNION NEWS COMPANY
131 VARICK STREET
NEW YORK 13 N Y

PAY
$ 0,002587.20

THE CHASE MANHATTAN BANK
7th AVE. AT 41st STREET, N. Y., N. Y.

NON NEGOTIABLE

1102 - JAN. 63

NEWS STANDS
CIGAR SHOPS
BOOK SHOPS
SMALLMOBETTES

The Union News Company
Division of The American News Company, Inc.

RAILROAD AND TRANSPORTATION CONCESSIONS RESTAURANTS

764a

131 VARICK STREET, NEW YORK 13, N. Y.

SOLD TO

May 4, 1964

Mr. Nat Goldstein
Circulation Director
New York Times
229 West 43rd. St.
New York, N.Y.

WHEN REMITTING PLEASE QUOTE INVOICE NO._____

YOUR ORDER NO._____

Rental of space in Newsstands
for New York Times Advertising Signs

for month of May 1964 - 528 locations @ $4.90 $2587.20

Please return duplicate invoice with your remittance to W.A.McCollough,
Vice President

x6

11-6813-2581

JUN 3 1964

No. 28528

ALPHABETIC COPY

THE NEW YORK TIMES
229 WEST 43RD STREET, NEW YORK 36, N. Y.

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
	FEE LOCATIONS JUNE 64	75.06	.00	75.06

AUDITOR'S APPROVAL

The New York Times

APPROVED FOR PAYMENT

EXAMINED 1-2 210

CHECK SIGNED

DISBURSEMENT

TO THE ORDER OF THE UNION NEWS COMPANY
131 VARICK ST
NEW YORK 13 NY

DATE JUN 10

PAY $0000075.06

THE CHASE MANHATTAN BANK
7th AVE. AT 41st STREET, N. Y., N. Y.

NON NEGOTIABLE

1102 - JAN 63

765a

FORM 21
NOV. 63—6M

The Union News Company
Division of The American News Company, Inc.
131 VARICK STREET NEW YORK 13, N. Y. JUN 1 1964

FEE MONTH OF FOR
...18.....LOCATIONS AT 4.17 $75.06

NEW YORK TIMES
MR.RICHARD CAPARELLI,SUB.SALES SUPV
229 W. 43RD ST.
NEW YORK 36, N.Y.

11—6773 4V11 JUN 1 1964

ALPHABETIC COPY

No. 26522

THE NEW YORK TIMES

229 WEST 43RD STREET, NEW YORK 36, N. Y.

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
	LOCATION FEE MAY 64	75.06	.00	75.06

AUDITOR'S APPROVAL

APPROVED FOR PAY'T

EXAMINED 1-2 210

CHECK SIGNED

The New York Times

DISBURSEMENT

DATE MAY 64

TO THE ORDER OF
THE UNION NEWS COMPANY
131 VARICK ST
NEW YORK 13 NY

PAY
$ 0,000,075.06

THE CHASE MANHATTAN BANK
7th AVE. AT 41st STREET, N. Y., N. Y.

NON NEGOTIABLE

766a

FORM 21
NOV. 63-5M

The Union News Company
Division of The American News Company, Inc.
131 VARICK STREET NEW YORK 13, N. Y.

MAY 1 1964

FEE MONTH OF .....18..... FOR .....LOCATIONS AT 4% [illegible]

11-6773-4233
5/5/64

NEW YORK TIMES
MR. RICHARD CAPARELLI, SUB. SALES SUPV'R
229 W. 43RD ST.
NEW YORK 36, N.Y.

MAY 7 1964

ALPHABETIC COPY

No. 26251

THE NEW YORK TIMES

229 WEST 43RD STREET, NEW YORK 36, N. Y.

INV'R NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
		5.35.64		
4/2	RENTAL OF SPACE IN NEWSSTANDS FOR THE NEW YORK TIMES ADVTG SIGNS APRIL 1964	2587.20	.00	2587.20

AUDITOR'S APPROVAL
APPROVED FOR PAY'T
EXAMINED
CHECK SIGNED 210

The New York Times

DISBURSEMENT

DATE MAY 5 64

TO THE ORDER OF
THE UNION NEWS COMPANY
131 VARICK ST
NEW YORK 13 N Y

PAY
$0,002587.20

THE CHASE MANHATTAN BANK
7th AVE. AT 41st STREET, N. Y., N. Y.

NON NEGOTIABLE

1102 - JAN. 63

NEWS STANDS CIGAR SHOPS UNION SHOPS WOMEN'S ROOMETTES

The Union News Company

Division of The American News Company Inc

RAILROAD AND TRANSPORTATION CONCESSIONS RESTAURANTS

767a

131 VARICK STREET, NEW YORK 13, N. Y.

SOLD TO

April 2, 1964

Mr. Nat Goldstein
Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

NYT

WHEN REMITTING PLEASE QUOTE INVOICE NO. _____ YOUR ORDER NO. _____

Rental of space in Newsstands
for New York Times Advertising Signs

for month of April 1964 - 528 locarions @ $4.90 $2587.20

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE TO W.A.McCollough,
Vice President

x6

11-6813-7581

MAY 5 1964

Ver

No. 24074

ALPHABETIC COPY

THE NEW YORK TIMES

229 WEST 43RD STREET, NEW YORK 36, N. Y.

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
	4-2-64 NYT RENTAL OF SPACE IN NEWSSTANDS FOR THE N.Y. TIMES ADVTG SIGNS MARCH 1964	2587.20	.00	2587.20

AUDITOR'S APPROVAL

The New York Times

DISBURSEMENT

CHECK SIGNED

DATE

TO THE ORDER OF

THE UNION NEWS COMPANY
131 VARICK STREET
NEW YORK 13 N Y
ATTN- W.A. MC COLLOUGH, VICE PRES. APR 9 64

PAY

$0.0025.7.20

THE CHASE MANHATTAN BANK
7th AVE. AT 41st STREET, N. Y., N. Y.

NON NEGOTIABLE

1102 - JAN 63

FORM 170-1—2-63—50M

PRINTED IN U.S.A.

768a

NEWS STANDS
CIGAR SHOPS
BOOK SHOPS
SODA LUNCHONETTES

The Interstate News Company

Division of The American News Company, Inc.

RAILROAD AND
TRANSPORTATION
CONCESSIONS
RESTAURANTS

131 VARICK STREET, NEW YORK 13, N. Y.

SOLD TO

N.Y.T.

March 3, 1964

Mr. Nat Goldstein
Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

N.Y.T.

A.P.-N.C.R.

WHEN REMITTING
PLEASE QUOTE INVOICE NO. _____

YOUR
ORDER NO. _____

Rental of space in Newsstands
for New York Times Advertising Signs

for month of March 1964 - 528 locations @ $4.90 $2587.20

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE TO W.A.McCollough,
Vice President

A.P.-N.C.R.

11-6813-55-81

APR 6 1964

SET UP A/c$ PAYABLE

Vendor Name N.Y.T. Co. Vendor A.P.-N.C.R.

Invoice Date 3/3 Vendor Invoice # N.Y.T. Amount of Invoice 2587.20

Distribution:

11-6813-55-81

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Net 2587.20

4/6

INVOICE AUDITOR

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No. 23292

THE NEW YORK TIMES
229 WEST 43RD STREET, NEW YORK 36, N. Y.

769a

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
	FEE MONTH OF APRIL 18 LOC. @4.17	75.06	.00	75.06

AUDITOR'S APPROVAL

APPROVED FOR PAY'T

EXAMINED

CHECK SIGNED 1-2 / 210

The New York Times

DISBURSEMENT

DATE APR 1 64

PAY $0,000,075.06

TO THE ORDER OF
THE UNION NEWS COMPANY
131 VARICK STREET
NEW YORK 13 N Y

THE CHASE MANHATTAN BANK
7th AVE. AT 41st STREET, N. Y., N. Y.

NON NEGOTIABLE

FORM 21
NOV. 62—6M

The Union News Company
Division of The American News Company, Inc.
131 VARICK STREET NEW YORK 13, N. Y. APR 1 1964

FEE MONTH OF FOR
....18.....LOCATIONS AT 4.17 $75.06

NEW YORK TIMES
MR. RICHARD CAPARELLI, SUB. SALES SUPV
229 W. 43RD ST.
NEW YORK 36, N.Y.

APR 1 1964

ALPHABETIC COPY

No. 21539

THE NEW YORK TIMES

229 WEST 43RD STREET, NEW YORK 36, N. Y.

770a

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
	3.11.64 N.Y.T.			
3/1	FEE-MONTH OF MARCH FOR LOCATION AT 4.17	75.06	.00	75.06

AUDITOR'S APPROVAL

APPROVED FOR PAY'T

EXAMINED 1-2 / 210

CHECK SIGNED

The New York Times

DISBURSEMENT

DATE MAR 11 64

PAY $0,000,075.06

TO THE ORDER OF

THE UNION NEWS COMPANY
DIVISION OF THE AMERICAN NEWS COMPANY INC
131 VARICK STREET
NEW YORK 13 N Y

THE CHASE MANHATTAN BANK
7th AVE. AT 41st STREET, N. Y., N. Y.

NON NEGOTIABLE

1102 - JAN. 63

FORM 21
NOV. 63—6M

The Union News Company
Division of The American News Company, Inc.
131 VARICK STREET ... NEW YORK 13, N. Y.

MAR 1 . 1964

FEE MONTH OF FOR
18 LOCATIONS AT 4.17 $75.06

NEW YORK TIMES
MR. RICHARD SPARELLI SUB. SALES SUPV
229 W. 43RD ST.
NEW YORK 36, N.Y.

11-6773-4211

MAR 10 1964

LH

ALPHABETIC COPY

No. 18697

THE NEW YORK TIMES

229 WEST 43RD STREET, NEW YORK 36, N. Y.

771a

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
2/1	FEE MONTH OF FEB 18 LOCATIONS	75.06	.00	75.06

AUDITOR'S APPROVAL

APPROVED ACCOUNT

ACCOUNT 1-2 210

CHECK SIGNED

The New York Times

DISBURSEMENT

DATE FEB 16

TO THE ORDER OF

THE UNION NEWS COMPANY
131 VARICK STREET
NEW YORK 13 NY

PAY $0000075.06

THE CHASE MANHATTAN BANK
7th AVE. AT 41st STREET, N. Y., N. Y.

NON NEGOTIABLE

1102 - JAN. 63

FORM 21
NOV. 63-6M

The Union News Company
Division of The American News Company, Inc.
131 VARICK STREET NEW YORK 13, N. Y.

FEB 1964

FEE MONTH OF FOR
.....18....LOCATIONS AT 4.17 = 75.06

NET

NEW YORK TIMES
PAUL SCULLY MR. ~~RICHARD CAPARELL~~, SUB. SALES SUPV
229 W. 43RD ST.
NEW YORK 36, N.Y.

FEB 6 1964

772a

229 WEST 43rd STREET NEW YORK 36, N. Y.

INVOICE OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
2-7-64	RENTAL OF SPACE IN NEWSSTANDS 2587.20 NEW YORK TIMES ADV'G SIGNS FOR THE MONTH OF FEB 1964		.00	2587.20

AUDITOR'S APPROVAL JMcC

APPROVED FOR PAY JAS

EXAMINED 1-2

CHECK SIGNED 210

The New York Times

DISBURSEMENT

DATE FEB 6 64

TO THE ORDER OF THE UNION NEWS COMPANY
131 VARICK STREET
NEW YORK 13 NY

PAY $0.002587.20

THE CHASE MANHATTAN BANK
7th AVE. AT 41st STREET, N. Y., N. Y.

NON NEGOTIABLE

1103 - JAN. 63

FORM 170-1—2-63 ROOM

NEWS STANDS CIGAR SHOPS BOOK SHOPS BOOK MAGAZINE STORES

The Union News Company
Division of The American News Company, Inc.

RAILROAD AND TRANSPORTATION CONCESSIONS RESTAURANTS

PRINTED IN U.S.A.

131 VARICK STREET, NEW YORK 13, N. Y.

SOLD TO

2-7-64

February 4, 1964

Mr. Nat Goldstein
Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

NYT

WHEN REMITTING PLEASE QUOTE INVOICE NO. _____

YOUR ORDER NO. _____

Rental of space in Newsstands
for New York Times Advertising Signs

for month of February 1964 - 528 locations @ $4.90 $2587.20

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE TO W.A.McCollough,
Vice President

tauren

11-6813-3581

FEB 5 1964

NEWS STANDS CIGAR SHOPS HOOK SHOPS DRUGSTORES

The Union News Company
Division of The American News Company, Inc.

RAILROAD AND TRANSPORTATION CONCESSIONS RESTAURANTS

773a

131 VARICK STREET, NEW YORK 13, N. Y.

SOLD TO

Mr. Nat Goldstein
Circulation Director
New York Times
229 West 43rd St.
New York, N.Y.

January 2, 1964

WHEN REMITTING PLEASE QUOTE INVOICE NO.

YOUR ORDER NO.

Rental of space in Newsstands
for New York Times Advertising Signs

for month of January 1964 - 528 locations @ $4.90 $2587.20

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE TO W. A. McCollough,
Vice President

11.6813.2581/Lm
JAN - 7 1964

ALPHABETIC COPY

No. 161-T7

THE NEW YORK TIMES
229 WEST 43RD STREET, NEW YORK 36, N. Y.

INV. NO. OR DATE	DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
	RENTAL OF SPACE IN NEWSSTAND FOR NEW YORK TIMES ADVTG SIGN JAN. 1964	2587.20	.00	2587.20

AUDITOR'S APPROVAL

APPROVED FOR PAYMENT

CHECK SIGNED

The New York Times

DISBURSEMENT

DATE JAN 8 64

TO THE ORDER OF
THE UNION NEW COMPANY
ATT W.A. MC COLLOUGH
131 VARICK ST
NEW YORK 13 NY

PAY $2,002,587.20

THE CHASE MANHATTAN BANK
7th AVE. AT 41st STREET, N. Y., N. Y.

NON NEGOTIABLE

UNION NEWS STAND DISPLAYING PLACARDS

DIVISION	OPERATION	DESCRIPTION AND LOCATION
01	0733	STAMFORD CONN #1 STD NY NH & HRR STA
01	0736	STAMFORD CONN #2 STD NY NH & HRR STA
01	3310	LARCHMONT NY STAND
01	3312	MAMARONECK NY STAND
01	3316	MOUNT VERNON NY #1 STD
01	3318	NEW ROCHELLE NY STD
01	3320	NORTH PELHAM NY STD
01	3322	PORT CHESTER NY STD
01	3324	RYE NY STAND
01	3652	COLISEUM BLDG #1 STD NYC
01	3664	CROWELL COLLIER BLDG NY STD
01	3668	EMPIRE STATE BLDG #1 STD
01	3669	EMPIRE STATE BLDG #2 STD
01	3704	GRAND CENT #1 STD
01	3705	GRAND CENT #2 STD
01	3706	GRAND CENT #3 STD
01	3707	GRAND CENT #4 STD
01	3712	GRAND CENT #9 STD
01	3713	GRAND CENT #11 STD
01	3714	GRAND CENT #12 STD
01	3715	GRAND CENT #13 STD
01	3716	GRAND CENT #14 STD
01	3718	GRAND CENT #16 STD
01	3721	GRAND CENT #19 STD

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.
JUL 10 1973

FEDERAL TRADE COMMISSION
File No. 2-6 COMMISSION INVESTIGATIONAL Exhibit No. 37
In the Matter of
Date: Witness Reporter

ISION	OPERATION	DESCRIPTION AND LOCATION
	3722	GRAND CENT #20 STD
	3726	GRAYBAR BUILDING STAND NYC
	3727	GRAYBAR ANNEX STAND NYC
	3728	HOTEL COMMODORE STD
	3729	HOTEL SHERATON EAST STD NYC
	3730	HOTEL LEXINGTON STD NYC
	3732	HOTEL SHERATON ATLANTIC NYC
	3889	NEW YORK TRAIN OFFICE NYC
	3901	NY CENTRAL BLDG 1 STD NY CITY
	3912	PENN TRAIN OFFICE NYC
	3916	PENN TERM NY #1 STD
	3917	EASTSIDE AIRLINES TERM NEWSTAND
	3919	PENN TERM NY #4 STD
	3921	PENN TERM NY #6 STD
	3922	PENN TERM NY #7 STD
	3923	PENN TERM NY #8 STD
	3924	PENN TERM NY #9 STD
	3925	PENN TERM NY #10 STD
	3927	PENN TERM NY #12 STD
	3929	PENN TERM NY #14 STD
	3933	GENERAL DYNAMICS BLDG STD ROCK CENT
	3936	ESSO BLDG STAND ROCK CENTER
	3937	INTERNATIONAL BLDG #1 STD ROCK CENTER
	3938	INTERNATIONAL BLDG #2 STD ROCK CENTER

DIVISION	OPERATION	DESCRIPTION AND LOCATION
01	3941	ROCK CENTER #2 STD
01	3942	ROCK CENTER #6 STD
01	3943	ROCK CENTER #5 STD
01	3944	ROCK CENTER #7 STD
01	3945	ROCK CENTER #8 STD
01	3946	ROCK CENTER #9 STD
01	3947	ROCK CENTER #10 STD
01	3948	ROCK CENTER #11 STD
01	3949	ROCK CENTER #12 STD
01	3951	ROCK CENTER #14 STD
01	3952	ROCK CENTER #15 STD
01	3954	SINCLAIR BLDG NYC STD
01	3955	HOTEL SHERATON ASTOR STD
01	3968	180th ST STAND NY CITY
01	3970	488 MADISON AVE NYC STD
01	3972	575 MADISON AVE NYC STD
01	3975	HOTEL PARK SHERATON STD
02	3254	BALDWIN LI STAND
02	3255	PANAM TERMINAL GIFT SHOP JFK AIRPORT
02	3258	FREEPORT LI STAND
02	3260	NASSAU BLVD STD GARDEN CITY LI
02	3264	GREAT NECK LI STAND
02	3266	HEMPSTEAD LI STAND
02	3267	DELTA AIRLINE STD UNITED TERMINAL JFK AIRPORT

VISION	OPERATION	DESCRIPTION AND LOCATION
2	3268	HICKSVILLE LI STAND
2	3269	UNITED AIRLINES STD #1 JFK AIRPORT
2	3270	LONG BEACH LI STAND
2	3272	LYNBROOK LI STAND
2	3273	TWA TERMINAL NEWS & GIFT SHOP JFK AIRPORT
2	3274	MANHASSET LI STAND
2	3276	MASSAPEQUA LI STAND
2	3278	MINEOLA LI STAND
2	3280	PORT WASHINGTON LI STD
2	3282	ROCKVILLE CENTER LI STD
2	3284	STEWART MANOR LI STD
2	3302	WANTAGH LI STAND
2	3304	HUNTINGTON LI STAND
2	3872	JAMAICA CONCOURSE STD
2	3874	JAMAICA WAITING ROOM STD
2	3875	JAMAICA STAND 1
2	3876	JAMAICA STAND 4
2	3877	JAMAICA STAND 5
2	3881	EASTERN AIRLINES STD LA GUARDIA AIRPORT
2	3882	LA GUARDIA AIRPORT PORTABLE STD
2	3958	WOODSIDE LI STAND
4	2837	NEW JERSEY AVE. STD NEW BRUNSWICK PRR
4	2844	RIDGEWOOD NJ STD
4	2846	MAPLEWOOD NJ STD

IVISION	OPERATION	DESCRIPTION AND LOCATION
4	2850	Montclair NJ STD
4	2856	INDUSTRIAL BLDG STAND NEWARK
4	2862	MARKET ST #1 STD PENN STA NEWARK
4	2864	MARKET ST.#3 STD PENN STA NEWARK
4	2866	MARKET ST #5 STD PENN STA NEWARK
4	2867	MARKET ST #6 STD PENN STA NEWARK
4	2868	MARKET ST #7 STD PENN STA NEWARK
4	2870	M&E STD 1 NEWARK
4	2871	M&E STD 2 NEWARK
4	2873	PUBLIC SERVICE 1 STD NEWARK
4	2874	PUBLIC SERVICE 2 STD NEWARK
4	2878	HOTEL ROBERT TREAT STD NEWARK
4	2882	SOUTH ORANGE NJ STD
4	2884	8TH ST STD BAYONNE NJ CRR
4	2902	HOBOKEN ANNEX STD NJ
4	2904	HOBOKEN NEWS STD NJ
4	2906	HOBOKEN STD 6 NJ
4	2909	JERSEY CENT 3 STD JERSEY CITY NJ CRR
4	2936	METUCHEN NJ STD
4	2938	NEW BRUNSWICK NJ STD
4	2946	ALLENHURST NJ STD CRR
4	2948	BELMAR NJ STD CRR
4	2950	LITTLE SILVER NJ STD CRR
4	2952	LONG BRANCH NJ STD CRR
4	2956	MATTAWAN NJ STAND CRR

DIVISION	OPERATION	DESCRIPTION AND LOCATION
04	2958	MIDDLETOWN NJ STAND CRR
04	2960	RED BANK NJ STAND CRR
04	2962	SPRING LAKE NJ STD CRR
04	2964	CONVENT NJ STAND
04	2966	DOVER NJ STAND
04	2968	MADISON NJ STAND
04	2970	MORRISTOWN NJ STAND
04	2982	ELIZABETH NJ PENN RR STD
04	2986	ELIZABETH PORT NJ STD CRR
04	3004	NETHERWOOD STD PLAINFIELD NJ CRR
04	3010	ROSELLE NJ STAND CRR
04	3012	SUMMIT NJ STAND
04	3014	WESTFIELD NJ STAND CRR
04	3336	BARCLAY STREET 1 STD NYC
04	3885	LIBERTY NEWS 1 STD NYC
04	4721	SCRANTON PA NO 1 STD

DIVISION	OPERATION	DESCRIPTION AND LOCATION
09	3409	BMT 104 5TH AVE NYC
09	3410	BMT 105 57TH ST NYC
09	3413	BMT 108 49TH ST NYC
09	3417	BMT 111 43RD ST MEZZANINE
09	3420	BMT 114 42ND ST NYC
09	3421	BMT 115 40TH ST NYC
09	3422	BMT 116 34TH ST NYC
09	3424	BMT 118 34th ST NYC
09	3425	BMT 119 32ND ST NYC
09	3428	BMT 122 23RD ST NYC
09	3431	BMT 125 14TH ST NYC
09	3438	BMT 131 14TH ST NYC
09	3449	BMT 142 COURT ST BROOKLYN
09	3450	BMT 143 DEKALB AVE BROOKLYN
09	3452	BMT 145 DEKALB AVE BROOKLYN
09	3453	BMT 146 PAC ST BROOKLYN
09	3454	BMT 147 PAC ST BROOKLYN
09	3455	BMT 148 PAC ST BROOKLYN
09	3457	BMT 150 36TH ST BROOKLYN
09	3465	BMT 158 34TH ST NYC
09	3466	BMT 159 LEXINGTON AVE NYC
09	3467	BMT 160 36TH ST BROOKLYN
09	3468	BMT 161 42ND ST NYC
09	3469	BMT 162 34TH ST NYC

DIVISION	OPERATION	DESCRIPTION AND LOCATION
09	3472	BMT 165 14TH ST NYC
09	3473	BMT 166 BROADWAY JUNCTION BROOKLYN
09	3478	BMT 171 11 AVE BROOKLYN
09	3483	BMT 176 50 ST BROOKLYN
09	3484	BMT 177 55 ST BROOKLYN
09	3486	BMT 179 18 AVE BROOKLYN
09	3489	BMT 182 25 ST BROOKLYN
09	3503	BMT 186 NEWKIRK AVE BROOKLYN
09	3504	BMT 187 AVE J BROOKLYN
09	3505	BMT 188 AVE M BROOKLYN
09	3507	BMT 190 KINGS HIGHWAY BROOKLYN
09	3509	BMT 192 BROAD ST NYC
09	3514	BMT 197 CHAMBERS STREET NYC
09	3515	BMT 198 CANAL STREET NY
09	3602	BMT 205 MYRTLE AVE BROOKLYN
09	3600	BMT 300 ATLANTIC AVE BROOKLYN
09	3602	BMT 302 BEVERLY RD BROOKLYN
09	3611	IND #1 42ND ST & 8TH AVE MEZZ #1
09	3612	IND #2 42ND ST & 8TH AVE UPTOWN
09	3613	IND #3 42ND ST & 8TH AVE DOWNTOWN
09	3614	IND #13 14TH ST & 8TH AVE MEZZ SOUTH
09	3615	IND #19 BOROUGH HALL - BROOKLYN BOUND
09	3616	IND #26 HOYT ST MEZZ PLATFORM
09	3617	IND #27 59TH ST & 8TH AVE UPTOWN

DIVISION	OPERATION	DESCRIPTION AND LOCATION
09	3618	BMT 328 16TH ST NYC
09	3619	IND #29 59TH ST & 8TH AVE SOUTH BROOKLYN BOUND
09	3620	IND #34 59TH ST & 8TH AVE NORTHBOUND
09	3621	IND #40 34TH ST & 8TH AVE LOWER MEZZ
09	3622	IND #53 DELANCEY ST
09	3623	IND #56 167TH ST DOWNTOWN
09	3624	IND #65 QUEENS PLAZA MANHATTAN BOUND
09	3625	IND #67 175TH ST MEZZ - NORTH END
09	3626	IND #71 BROADWAY & NASSAU
09	3627	BMT 345 ROCKAWAY PARKWAY BROOKLYN
09	3628	IND #77 42ND ST & 8TH AVE MEZZ #2
09	3629	IND #77A 42ND ST & 8TH AVE MEZZ #3
09	3630	BMT 356 STILWELL AVE BROOKLYN
09	3631	IND #85 5TH AVE - 53RD ST
09	3632	IND #87 59TH ST & 8TH AVE MEZZ
09	3633	IND #118 QUEENS PLAZA
09	3634	IND #124 169TH ST MEZZ
09	3635	IND #125 LEXINGTON AVE - STATION ISLAND
09	3636	IND #145 63RD DRIVE QUEENS NY BOUND
09	3637	IND #147 71ST AVE QUEENS NY BOUND
09	3638	IND #150 KEW GARDENS QUEENS NY BOUND
09	3639	IND #152 HILLSIDE AVE 1
09	3640	IND #153 HILLSIDE AVE 2
09	3641	IND #156 EUCLID AVE BROOKLYN

DIVISION	OPERATION	DESCRIPTION AND LOCATION
09	3642	IND #167 34TH ST & 6TH AVE MEZZ SOUTH
09	3643	IND #168 34TH ST & 6TH AVE MEZZ GIMBELS
09	3644	IND #169 34TH ST & 6TH AVE PLATFORM - NORTH
09	3645	BMT 415 20 AVE BROOKLYN
09	3646	BMT 416 22 AVE BROOKLYN
09	3647	IND #174 50TH ST & 6TH AVE MEZZ - SOUTH END
09	3648	IND #175 50TH ST & 6TH AVE - 49TH ST ENTRANCE
09	3649	IND #185 42ND ST & 6TH AVE - 40TH ST ENTRANCE
09	3650	IND #187-7TH AVE MANHATTAN - LOWER LEVEL
09	3651	IND #5 34TH ST & 8TH AVE EXPRESS
09	3674	FLATBUSH STAND 1
09	3675	FLATBUSH STAND 2
09	3676	FLATBUSH STAND 3
09	3678	FLATBUSH STAND 5
09	3742	HUDSON TERMINAL 1 NEWSTAND NYC
09	3744	HUDSON TERMINAL 3 NEWSTAND NYC
09	3746	HUDSON TERMINAL 8 NEWSTAND NYC
09	3747	HUDSON TERMINAL 9 NEWSTAND NYC
09	3752	IRT 610 NEVINS ST BROOKLYN
09	3753	IRT 611 BORO HALL
09	3754	IRT 612 BORO HALL BROOKLYN
09	3756	IRT 615 BOWLING GREEN NYC
09	3759	IRT 618 [illegible] ST 1 NYC
09	3760	IRT 620 FULTON ST NYC

DIVISION	OPERATION	DESCRIPTION AND LOCATION
09	3761	IRT 621 FULTON ST NYC
09	3762	IRT 622 FULTON ST NYC
09	3763	IRT 624 Brooklyn BRIDGE NYC
09	3765	IRT 626 BROOKLYN BRIDGE NYC
09	3768	IRT 630 14TH ST NYC
09	3769	IRT 631 14TH ST NYC
09	3771	IRT 634 23RD ST NYC
09	3773	IRT 638 33RD ST NYC
09	3774	IRT 639 33RD ST NYC
09	3775	IRT 640 GRAND CENTRAL STATION NYC
09	3776	IRT 641 GRAND CENTRAL STATION NYC
09	3777	IRT 642 GRAND CENTRAL STATION NYC
09	3779	IRT 645 GRAND CENTRAL STATION NYC
09	3781	IRT 647 GRAND CENTRAL STATION NYC
09	3786	IRT 652 68TH ST NYC
09	3801	IRT 657 125TH ST NYC
09	3804	IRT 662 GRAND CENTRAL STATION NYC
09	3806	IRT 668 149TH ST NYC STAND
09	3807	IRT 669 PROSPECT AVE
09	3812	IRT 707 CANAL ST NYC
09	3814	IRT 710 14TH ST NYC
09	3817	IRT 713 14TH ST NYC
09	3819	IRT 718 PENN STATION NYC
09	3821	IRT 720 PENN STATION NYC
09	3822	IRT 721 PENN STATION NYC

DIVISION	OPERATION	DESCRIPTION AND LOCATION
09	3826	IRT 726 42ND ST NYC
09	3828	IRT 728 TIMES SQUARE
09	3838	IRT 739 116TH ST NYC
09	3842	IRT 760 TIMES SQUARE
09	3844	IRT 763 TIMES SQUARE
09	3847	IRT 766 GRAND CENTRAL STATION NYC
09	3848	IRT 767 GRAND CENTRAL STATION NYC
09	3849	IRT 771 WILLETTS POINT QUEENS
09	3851	IRT 773 MAIN ST QUEENS
09	3860	IRT 806 UTICA AVE BROOKLYN
09	3864	IRT 814 GRAND ARMY PLAZA BROOKLYN

786a

DIVISION	OPERATION	DESCRIPTION AND LOCATION
11	1456	EVANSVILLE IND L&N TERM STD & SODA #2
11	1461	INDIANAPOLIS IND UNION TERM SAVARIN REST
11	1465	HOTEL SHERATON LINCOLN STD INDIANAPOLIS IND
11	1709	ASHLAND KY GREYHOUND STD & CAFETERIA
11	1727	CORBIN KY GREYHOUND NEWSTAND & CAFETERIA
11	1730	HOTEL SHERATON SEELBACH STD LOUISVILLE KY
11	1733	HOTEL SHERATON WATTERSON STD LOUISVILLE KY
11	1739	LOUISVILLE KY UNION STATION STD #1
11	4210	COLUMBUS OHIO UNION STATION #1 SODA & STD
11	4234	DAYTON OHIO UNION STATION #1 SODA & STD
11	4245	SPRINGFIELD OHIO GREYHOUND TERM SNACK BAR & STD
11	4259	HOTEL DESHLER HILTON STD COLUMBUS OHIO
11	4265	AMERICAN BLDG SNACK BAR & STD CINCINNATI OHIO
11	4265	DIXIE TERM #6 STD CINCINNATI OHIO
11	4278	HOTEL SHERATON GIBSON STD CINCINNATI OHIO
11	4280	CINCINNATI UNION TERM STD #1
11	4284	CINCINNATI UNION TERM STD # 4
11	4305	HOTEL VAN CLEVE STD DAYTON OHIO
11	5220	NASHVILLE TENN UNION STA REST & STD
11	5230	CHATTANOOGA TENN GREYHOUND STD & CAFETERIA
11	5240	CHATTANOOGA TENN TERM STA REST & STD
11	5810	HUNTINGTON W VA GREYHOUND TERM STD & CAFETERIA
11	5815	PARKERSBURG W VA GREYHOUND TERM REST & STD
11	5838	KANAWHA AIRPORT STD CHARLESTON W VA

DIVISION	OPERATION	DESCRIPTION AND LOCATION
13	0840	WILMINGTON DEL #1 STD PRR
13	0915	HOTEL ANNAPOLIS STD WASHINGTON DC
13	0920	HOTEL SHERATON CARLTON STD WASHINGTON DC
13	0925	HOTEL SHERATON PARK STD WASHINGTON DC
13	0935	HOTEL WILLARD STAND WASHINGTON DC
13	0945	WASHINGTON DC 1 STD
13	0946	WASHINGTON DC 2 STD
13	0948	WASHINGTON DC 4 STD
13	0949	WASHINGTON DC 5 STD
13	0950	WASHINGTON DC 6 STD
13	0951	WASHINGTON DC 7 STD
13	2030	BALTIMORE MD CONCOURSE STD PENN STA
13	2035	BALTIMORE CAMDEN STA SODA & STD #1
13	2040	HOTEL SHERATON BELVEDERE STD BALTIMORE ME
13	2928	TRENTON NJ PRR STD
13	4612	PITTSBURGH P & L E STA SODA & STD #3
13	4655	HOTEL PENN SHERATON STD PITTSBURGH PA
13	4656	GRANT BLDG STD PITTSBURGH PA
13	4660	PITTSBURGH PRR STA #1 STD
13	4662	PITTSBURGH PRR STA #2 PLATFORM
13	4671	AMBRIDGE PA STAND
13	4673	READING PA CUTER DEPOT STD
13	4686	DEVON PA STD
13	4687	LATROBE PA STD
13	4702	PAOLI PA STD

DIVISION	OPERATION	DESCRIPTION AND LOCATION
13	4708	HARRISBURG PRR #1 STD
13	4729	AMBLER PA STD
13	4739	GLENSIDE PA STD
13	4741	JENKINSTOWN PA STD
13	4743	LANSDALE PA STD
13	4763	NORTH PHILA PRR #1 STD
13	4772	HOTEL SHERATON STD PHILA PA
13	4776	SUVURBAN BLDG #1 STD PHILA PA
13	4777	SUBURBAN BLDG #2 STD PHILA PA
13	4778	SUBURBAN BLDG #3 STD PHILA PA
13	4782	WAYNE JUNCTION PA STD
13	4786	HOTEL WARWICK STD PHILA PA
13	4804	12TH & MARKET ST TERM #1 STD PHILA
13	4806	12TH & MARKET ST TERM #4 STD PHILA
13	4811	30TH ST PENN STA #2 STD PHILA
13	4814	30TH ST PENN STA #5 STD PHILA
13	5825	WHEELING W VA UNION BUS TERM STD

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DIVISION	OPERATION	DESCRIPTION AND LOCATION
15	1348	INSURANCE EXCHANGE NEWSTAND CHICAGO
15	1354	LASALLE #3 STD CHICAGO
15	1356	LASALLE #5 STD CHICAGO
15	1358	LASALLE #7 STD CHICAGO
15	1360	MERCHANDISE MART L STD CHICAGO
15	1362	MERCHANDISE MART #1 STD CHICAGO
15	1363	MERCHANDISE MART #2 STD CHICAGO
15	1368	HOTEL BLACKSTONE STD CHICAGO
15	1372	CHICAGO #2 TRAIN OFFICE
15	1378	CHICAGO C & NW #8 STD
15	1380	CHICAGO C & NW #10 STD
15	1381	CHICAGO C & NW #11 STD
15	1383	HOTEL SHERATON STD CHICAGO
15	1387	37 WEST MONROE ST STORE CHICAGO
15	1389	JOLIET ILL UNION STA STD
15	1452	FORT WAYNE IND STD
15	1474	HOTEL GARY STD GARY IND
15	1520	HOTEL SHERATON MONTROSE STD CEDAR RAPIDS IOWA
15	2306	FORT ST DETROIT UNION DEPOT SODA & STD
15	2333	GRAND RAPIDS MICH BUS STD
15	2339	HOTEL PANTLIND STD GRAND RAPIDS MICH
15	2357	DETROIT MC TERM #4 STD
15	2366	HOTEL SHERATON CADILLAC STD DETROIT
15	2401	ST PAUL MINN AUDITORIUM

DIVISION	OPERATION	DESCRIPTION AND LOCATION
15	2640	HOTEL JEFFERSON DRUG STORE RETAIL & RX ST LOUIS
15	2660	415 ST CHARLES ST STD ST LOUIS
15	4312	AKRON-CANTON AIRPORT BEAUMART GIFT SHOP
15	5950	MILWAUKEE WISC #1 STD

DIVISION	OPERATION	DESCRIPTION AND LOCATION
16	2154	SPRINGFIELD MASS #2 STD
16	2162	BACKBAY NEWSTAND BOSTON MASS
16	2165	EASTERN AIRLINES SAVARINETTE LOGAN AIRPORT E BOSTON MASS
16	2166	LOGAN AIRPORT NEWSTAND E BOSTON MASS
16	2168	TRAILWAYS BUS TERM STD BOSTON MASS
16	2169	NORTHEAST SAVARINETTE LOGAN AIRPORT E BOSTON MASS
16	2172	HOTEL SHERATON PLAZA STD BOSTON MASS
16	2176	SOUTH STATION #1 STD BOSTON
16	2178	SOUTH STATION #3 STD BOSTON
16	2185	SOUTH STATION #10 STD BOSTON
16	2210	ANDREW 2 STD MTA
16	2212	ASHMONT 1 STD MTA
16	2213	ASHMONT 2 STD MTA
16	2220	BROADWAY MTA STD
16	2222	DEVONSHIRE MTA STD
16	2224	DEWEY 2 STD MTA
16	2226	DUDLEY 4 STD MTA
16	2229	DUDLEY 5 STD MTA
16	2234	EVERETT 1 STD MTA
16	2236	ESSEX STA STD MTA
16	2238	FIELDS CORNER #1 STD MTA
16	2239	FIELDS CORNER #2 STD MTA
16	2241	FOREST HILL 1 STD MTA
16	2244	HARVARD STD 1 MTA

DIVISION	OPERATION	DESCRIPTION AND LOCATION
16	2246	HARVARD STD 2 MTA
16	2254	MAVERICK 1 STD MTA
16	2256	MILK STATION STD MTA
16	2258	ORIENT HEIGHTS STD MTA
16	2260	PARK #1 STD MTA
16	2261	PARK #2 STD MTA
16	2264	SCOLLAY 2 STD MTA
16	2268	SULLIVAN 4 STD MTA
16	2269	SULLIVAN 5 STD MTA
16	2271	SUMMER #1 STD MTA
16	2272	SUMMER #2 STD MTA
16	2274	TEMPLE STD MTA
16	2275	WASHINGTON AVE #1 STD MTA
16	2276	WASHINGTON AVE #2 STD MTA
16	2278	WINTER #1 STD MTA
16	2283	RIVERSIDE STD MTA
16	4933	PROVIDENCE RI UNION STA LUNCHROOM
16	4939	PROVIDENCE RI UNION STA #1 STD
16	4942	HOTEL SHERATON BILTMORE STD PROVIDENCE

DIVISION	OPERATION	DESCRIPTION AND LOCATION
19	0120	BIRMINGHAM ALA TERM STA STD
19	0125	BIRMINGHAM ALA TRAILWAYS BUS TERMINAL AND STD
19	0130	MOBILE ALA L & N LUNCH & STD
19	0135	MONTGOMERY ALA UNION STA LUNCH & STD
19	1005	FORT LAUDERDALE FLA BUS TERM LUNCH
19	1010	IMESON AIRPORT STD JACKSONVILLE FLA
19	1032	HOTEL CARILLON STD MIAMI BEACH FLA
19	1033	HOTEL FONTAINEBLEAU STD MIAMI BEACH FLA
19	1042	TRADE WINDS GIFT SHOP MIAMI FLA
19	1045	JACKSONVILLE FLA TERM NEWSTAND
19	1110	SAVANNAH GA GREYHD BUS SODA LUNCH & STD
19	1116	ATHENS GA UNION BUS STA LUNCHROOM & STD
19	1117	ATLANTA GA TRAILWAYS BUS SODA LUNCH & STD
19	1130	ATLANTA GA UNION STATION SODA LUNCH & STD
19	1135	AUGUSTA GA GREYHOUND BUS CAFE
19	1811	HOTEL ROYAL ORLEANS STD NEW ORLEANS LA
19	2555	JACKSON MISS GREYHOUND TERM SODA LUNCH & STD
19	2556	HATTIESBURG MISS UNION BUS LUNCHROOM & STD

DIVISION	OPERATION	DESCRIPTION AND LOCATION
20	5321	CORPUS CHRISTI TEXAS AIRPORT NEWS & GIFT SHOP
20	5323	AUSTIN TEXAS AIRPORT NEWSTAND & GIFT SHOP
20	5345	DALLAS TEXAS STAND
20	5353	LOVE FIELD STAND DALLAS TEXAS
20	5355	MEDICAL ARTS BLDG STD DALLAS TEX
20	5356	HOTEL SHERATON STD DALLAS TEX

DIVISION	OPERATION	DESCRIPTION AND LOCATION
21	3108	CHITTENANGO GIFT SHOP NY THRUWAY
21	3114	PATTERSONVILLE GIFT SHOP NY THRUWAY
21	3118	EAST SCHUYLER GIFT SHOP NY THRUWAY
21	3124	ONEIDA GIFT SHOP NY THRUWAY
21	3128	INDIAN CASTLE GIFT SHOP NY THRUWAY
21	3132	MOHAWK GIFT SHOP NY THRUWAY
21	3134	COLUMBIA 14 GIFT SHOP NY THRUWAY
21	3137	RENSSELAER 12 GIFT SHOP NY THRUWAY
21	3210	ALBANY NY MEDICAL CENTER GIFT SHOP
21	3212	ALBANY NY CENTRAL STA PLATFORM
21	3214	ALBANY NY STD 1 NY CENTRAL STA
21	3215	ALBANY NY AIRPORT NEWSTAND & GIFT SHOP
21	3228	SYRACUSE NY CENT STD
21	3237	HOTEL SHERATON ROCHESTER NY
21	3243	BUFFALO CENT TERM #1 STD

DIVISION	OPERATION	DESCRIPTION AND LOCATION
24	4105	ASHEVILLE NC BUS SODA LUNCH & STD
24	4110	GREENSBORO NC UNION BUS TERM LUNCH & STD
24	4115	GREENSBORO NC SOUTHERN RR SODA & STD
24	4150	FAYETTEVILLE NC UNION BUS REST & STD
24	5030	CHARLESTON SC GREYHOUND BUS SODA LUNCH & STD
24	5040	GREENVILLE SC GREYHOUND BUS SODA LUNCH & STD
24	5617	BYRD FIELD NEWS STD SANDSTRON VA
24	5645	DANVILLE VA GREYHOUND BUS CAFETERIA & STD
24	5646	PATRICK HENRY AIRPORT SAVARIN REST & STD NEWPORT NEWS VA
24	5651	ROANOKE VA UNION BUS CAFETERIA & STAND
24	5657	BRISTOL BA GREYHOUND BUS SODA LUNCH & STD
24	5660	RICHMOND VA BROAD ST STA STD
24	5666	ROANOKE VA N & W STA STD

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DIVISION	OPERATION	DESCRIPTION AND LOCATION
26	0708	HOTEL STATLER HILTON HOSPITALITY SHOP HARTFORD CONN
26	0718	BRIDGEPORT CONN #1 STD NY NH & HRR STA
26	0719	FAIRFIELD GIFT SHOP #3 CONN TPKE
26	0720	FAIRFIELD GIFT SHOP #4 CONN TPKE
26	0721	DARIEN CONN STD NY NH & HRR STA
26	0722	DARIEN GIFT SHOP #1 CONN TPKE
26	0723	DARIEN GIFT SHOP #2 CONN TPKE
26	0724	GREENWICH CONN STD NY NH & HRR STA
26	0727	NEW CANNAAN CONN STD
26	0730	SOUTH NORWALK CONN STD
26	0731	DANBURY CONN STD NY NH & HRR STA
26	0732	BERLIN STA CONN
26	0739	WESTPORT & SAUGATUCK CONN STD
26	0746	BRANFORD GIFT SHOP #7 CONN TPKE
26	0747	MADISON GIFT SHOP #8 CONN TPKE
26	0748	NEW HAVEN CONN STAND NY NH & HRR STA
26	0749	MILFORD GIFT SHOP #5 CONN TPKE
26	0750	MILFORD GIFT SHOP #6 CONN TPKE
26	0754	NEW LONDON CONN STAND NY NH & HRR STA

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DIVISION	OPERATION	DESCRIPTION AND LOCATION
28	0450	HOTEL SHERATON WEST STD LOS ANGELES
28	0550	HOTEL MARK HOPKINS STD SAN FRANCISCO
28	0570	HOTEL JACK TARR GIFT SHOP SAN FRANCISCO
28	0573	HOTEL JACK TARR NEWSTAND SAN FRANCISCO
28	0580	LANAI TOBACCO SHOP KAISER CENTER OAKLAND CAL
28	0581	TRANS BAY TERM #1 STD SAN FRANCISCO
28	0582	TRANS BAY TERM #2 STD SAN FRANCISCO
28	0589	OAKLAND CAL AIRPORT BEAUMART GIFT SHOP

GOVERNMENT'S EXHIBIT 38 - LETTER DATED DECEMBER 4, 1963
FROM ANCORP TO NEW YORK SUNDAY NEWS

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

JUL 10 1973

December 4, 1963

Mr. Dudley Feldman
N.Y. SUNDAY NEWS
220 East 42nd St.
New York City

Dear Mr. Feldman:

As we discussed over the telephone yesterday, the cost price to us of $15.25 per hundred for the Sunday Edition of the N.Y.NEWS is out of line and is not acceptable to us.

As you suggested, we would like to sit down and talk this over with you as quickly as possible. Please let me know when it will be convenient for us to meet on this serious situation.

Very truly yours,

W. A. McCollough
VICE PRESIDENT

WAMcC:ls

cc-V. Mineo

FEDERAL TRADE COMMISSION
File No. 701 0014 COMMISSION INVESTIGATIONAL Exhibit No. 38
In the Matter of Ancorp Nat'l Svcs
Date 9/24/69 Witness Hildebrand Reporter JF

CIX-39

GOVERNMENT'S EXHIBIT 39 - LETTER FROM UNION NEWS TO THE NEWS

800a

1864 1964 THE UNION NEWS COMPANY
4 STREET
NEW YORK 13, N.Y.
Office of the Vice-President
ALgonquin 5-5100

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.
JUL 10 1973

March 25, 1964

Mr. Winfield James
THE NEWS
220 East 42nd St.
New York 17, N.Y.

Dear Tex:

I am attaching a copy of my December 4th letter to Mr. Dudley Feldman, which is self explanatory.

As we have not gotten this matter resolved as yet, I will appreciate your giving me a ring on the telephone, so we can discuss it, as we do not want this to continue unsolved.

Very truly yours,

W.A.McCollough
VICE PRESIDENT

WAMcC:ls

FEDERAL TRADE COMMISSION
701 CC14
File No. 2396 COMMISSION INVESTIGATIONAL Exhibit No. 39
In the Matter of: American News
Date 9/24/69 Witness Underwood Reporter JF

CIX-39
9/24/69